FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

THIS AGREEMENT is entered into between the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR (EOG), FLORIDA ENERGY AND CLIMATE COMMISSION whose address is 600 South Calhoun Street, Suite 251, Tallahassee, Florida 32399-0001 (hereinafter referred to as the "Commission") and the LEON COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 301 South Monroe Street, Tallahassee, Florida 32301 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide financial assistance for the Leon County Sustainable Demonstration Center.

In consideration of the promises and mutual agreements contained herein, the Commission and the Grantee acknowledge and agree as follows:

1. The United States Department of Energy (USDOE) awarded funding to the Commission pursuant to USDOE through American Recovery and Reinvestment Act (ARRA) Grant Agreement No. **DE-EE0000241**. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.

2. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its attachments and exhibits named and incorporated by reference. For purposes of this Agreement the terms "Grantee" and "Recipient" are used interchangeably

3. This Agreement shall begin upon execution by both parties and end no later than April 30, 2012, inclusive. If allowed by USDOE, this Agreement shall be effective upon execution for purposes of reimbursement of allowable costs resulting from obligations incurred and meeting the cost share or match requirements as described in Attachment A, Grant Work Plan. Profit to the Grantee, or any of its subgrantees, is prohibited by 10 Code of Federal Regulations (CFR) Part 600. This Agreement may be amended to revise Attachment A, Grant Work Plan, if additional funding is made available by the USDOE and/or the Florida Legislature.

4. A. The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Commission shall reimburse the Grantee for allowable costs on a not more frequently than monthly cost reimbursement basis in an amount not to exceed $481,517 after receipt and approval by the Commission's Grant Manager of satisfactory reports and documentation as required in this Agreement. The parties agree that the Grantee is responsible for providing a minimum match of $64,000 toward the project described in Attachment A, Grant Work Plan. All cost sharing or match shall meet any applicable federal requirements.

   B. Prior written approval from the Commission's Grant Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Grant 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 Commission agrees to review a request by the Grantee to modify Attachment A, Grant Work Plan, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, Grant Work Plan, cannot be accomplished for the current estimated project cost. If the Commission agrees to a modification of Attachment A, Grant Work Plan, it may be modified not to exceed the awarded funding identified above. Any such modification would be by formal written amendment, in accordance with Section

37. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, Grant Work Plan, 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 Grantee 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 4.D. Ten percent of each approved reimbursement request shall be retained by the Commission pending Grantee's compliance with Section 8.

D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State and federal 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. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations, and Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. *The listing shall include, at a minimum,* a description of the goods or services purchased, date of the transaction, check or voucher number, amount paid and vendor name. 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 4.C & D above, the Commission 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.

5. The Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Commission's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Commission, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds.

6. The Grantee shall submit, using Attachment C, Monthly Progress Report, monthly updates to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Attachment B, Payment Request Summary Form may not be submitted more frequently than on a monthly basis and must be accompanied by an Attachment C, Monthly Progress Report, for the corresponding month. Attachment C, Monthly Progress Reports shall be submitted to the Commission no later than three calendar days following the completion of the monthly reporting period.

7. The Grantee shall submit an Annual Report 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K, Annual Report.

8. The Grantee shall also submit a Final Report 15 calendar days prior to the expiration date of the Agreement. The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. Pursuant to paragraph 4.C, 10% of the total Agreement amount identified in paragraph 4.A will be withheld until receipt and approval of the Final Report.

9. Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

10. A. Commission staff will perform compliance monitoring during the term of the Agreement, in addition to the review of Monthly Progress Reports, but not less than once a year, to ensure Agreement compliance. Monitoring shall include, but not be limited to, periodic review of compliance with Agreement service delivery, as described in Attachment A, Grant Work Plan as documented in Attachment C, Monthly Progress Reports and also which includes a review of all Agreement requirements including the Attachments. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced compliance monitoring visits at any site where services are delivered pursuant to this Agreement.

B. For each on-site compliance monitoring visit, Commission staff will provide an oral exit interview and a written monitoring report to the Grantee.

C. If issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) may be required of the Grantee. If required, the CAP shall be submitted to the Commission's Grant Manager within ten calendar days of receipt of the monitoring report. If a CAP is required of the Grantee, failure to correct deficiencies after thirty calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in a determination of breach of Agreement and termination of services. If a CAP is not required of the Grantee, the Commission may proceed under Section 11 and/or Section 14.

11. The Commission may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Commission shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Commission regarding the reason(s) for termination. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.

12. The Commission may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.

13. This Agreement may be unilaterally terminated by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and Chapter 119, Florida Statutes. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.

14. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances.

A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

C. Wholly or partly suspend or terminate this Agreement.

D. Withhold further awards for the project or program.

E. Take other remedies that may be legally available.

F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Commission expressly authorizes them in the notice of suspension or termination.

G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

15. A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (10 CFR Part 606, later moved to 2 CFR Part 901), the Grantee shall agree and certify 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 Grantee 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, unless authorized in writing by USDOE to the Commission.

B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions.

C. As required by paragraphs A and B above, the Grantee shall include the language of this Section and Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions, in all subcontracts and sub-grants or lower tier agreements executed to support the Grantee's work under this Agreement.

16. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, USDOE or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

17. A. The Grantee shall retain and maintain all records referenced in Section 16 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.

B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, Special Audit Requirements as applicable.

C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, Special Audit Requirements, in all subcontracts and assignments with sub-grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Section 215.97(2)(x), Florida Statutes.

D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Commission within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Commission for assistance with questions pertaining to the applicability of these requirements.

18. A. The Grantee may subcontract work under this Agreement upon the condition that each Attachment C, Monthly Progress Report, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.

B. The Grantee shall not enter into subcontracts in which the Commission or USDOE could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Commission and USDOE harmless of any liabilities, as applicable by Florida laws, incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.

C. The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Commission in each, Attachment C, Monthly Progress Report, its expenditures with minority, woman and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, woman and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Attachment C, Monthly Progress Report, shall contain the names and addresses of the minority, woman and service-disabled veteran-owned businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services and whether the business is minority, woman or service-disabled veteran-owned. If no expenditures were made to minority, woman and service-disabled veteran-owned businesses, the Grantee shall state "None" on that portion of the Attachment C, Monthly Progress Report.

19. The Grantee agrees to permanently refrain from using or mentioning its association with the Commission in advertisements, letterhead, business cards, etc. The Grantee's project with the Commission may be generally stated and described in the Grantee's professional resume. The Grantee may not give the impression in any event or manner, that the Commission endorses or recommends the Grantee.

20.

A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment I, Standard Form-LLL, Disclosure of Lobbying Activities, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [10 CFR Part 601]

B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a State agency.

C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

21. The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

22. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, Federal Regulations, and the provisions contained in Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions.

23. The Commission's Grant Manager for this Agreement is identified below.

Commission Grant Manager: April Groover	
Florida Energy and Climate Commission	
Executive Office of the Governor	
600 South Calhoun Street, Suite 251	
Tallahassee, FL 32399-0001	
Telephone No.:	850-487-3800
Fax No.:	850-922-9701
E-mail Address:	April.Groover@eog.myflorida.com

24. The Grantee's Representative for this Agreement is identified below.

County of Leon	
Maggie Theriot	
Sustainability Coordinator	
301 South Monroe Street	
Tallahassee, Florida 32301-1861	
Telephone No.:	850.577.4043
Fax No.:	850.577.4255
E-mail Address:	theriotm@leoncountyfl.gov
Grantee D-U-N-S :	193730645
Grantee CCR Registration Expiration Date:	10/12/2011

25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.

26. Documentation of all insurance coverage(s) required below, shall be submitted by the Grantee to the Commission. Upon expiration of documented proof of insurance coverage, the Grantee shall submit proof of continued insurance coverage to the Commission within 30 calendar days of insurance coverage expiration.

The Grantee, as an independent contractor and not an agent, representative, or employee of the Commission, agrees to carry adequate liability and other appropriate forms of insurance. The Commission shall have no liability except as specifically provided in this Agreement.

27. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

28. Upon satisfactory completion of this Agreement, with Commission approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Commission as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:

A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Commission.

D. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.

29. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

30. A. No person on the grounds of race, creed, color, national origin, age, sex or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. The Grantee agrees to comply with 10 CFR Part 1040 "Nondiscrimination in Federally Assisted Programs."

C. The Grantee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

D. The Grantee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall

insert a provision in accordance with this paragraph in all subcontracts for services in relation to this Agreement.

31. Land acquisition is not authorized under the terms of this Agreement.

32. A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.

B. All patent rights, copyrights, and data rights must be in accordance with 10 CFR Part 600 as referenced in Attachment H, Intellectual Property Provisions.

C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Commission shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Commission or the State of Florida the subject invention and sublicense the same.

In the event that any books, manuals, films, or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Commission. The Commission shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Commission full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Commission, any publications first produced under this Agreement. Any content submitted to the Commission which is asserted to be exempt under Florida's Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked "business proprietary", "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.

E. The terms and conditions specified in Section 32 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this Section and obtaining disclosures.

33. The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:

Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Energy and Climate Commission under Award Number **DE-EE0000241**."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or any third party's use or the results of such use of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement,

recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

34. The Grantee shall not develop any software or databases under the terms and conditions of this Agreement.

35. The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.

36. This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon, County, Florida, applying Florida Law.

37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.

38. The following Attachments are incorporated into this Agreement:

Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form
Attachment	C	Monthly Progress Report
Attachment	D	Special Audit Requirements
Attachment	E	Federal Regulations
Attachment	F	Federal Funding Grantee, Sub-grantee and Contractor Provisions
Attachment	G	Debarment and Suspension Form
Attachment	H	Intellectual Property Provisions
Attachment	I	Disclosure of Lobbying Activities
Attachment	J	Property Reporting Form
Attachment	K	Annual Report

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

LEON COUNTY BOARD OF
COUNTY COMMISSIONERS

By:_____
John Dailey, Chair
Leon County Board of County Commissioners

Date:_____

STATE OF FLORIDA, EXECUTIVE OFFICE OF
THE GOVERNOR, Florida Energy and Climate Commission

By:_____
Sean T. Miles
Executive Director

Date:_____

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

ATTACHMENT A
GRANT WORK PLAN

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

A. PROJECT TITLE: Leon County Sustainable Demonstration Center

B. PROJECT LOCATION: Leon County, Florida

C. PROJECT BACKGROUND: The Grantee will use both grant and Leon County (County) funds to implement energy saving projects at the County's Green Demonstration Center. The Grantee will install a 55kW solar photovoltaic parking shade structure and 16.5 tons of geothermal heating and cooling. An attribute to using geothermal will also allow for the replacement of a conventional water heater with a heat recovery system. *Additionally funds will be used to provide an educational campaign to include an interactive live energy monitoring* station for Center visitors.

D. PROJECT OBJECTIVES:

- **Objective 1:** To reduce the annual power consumption and lower greenhouse gases within the County by procuring and installing 60kW photovoltaic system.
- **Objective 2:** To reduce the annual power consumption and lower greenhouse gases within the County by procuring and installing a geothermal closed-loop system.
- **Objective 3:** To reduce the annual power consumption and lower greenhouse gases within the County by creating a more engaged and informed citizenry through an interactive live energy monitoring station.

E. PROJECT DESCRIPTION:

- **Task 1: Photovoltaic System and Structure Installation**
  - **Task 1a:** Select a vendor following the procurement procedures outlined in 10 CFR 600, to provide and install a 55kW photovoltaic system and design the over-parking steel framework at the County's Green Demonstration Center. The framework will be designed to properly orient the arrays in efforts to achieve maximum energy production. The panel selected for this project will be equivalent to a bifacial module produced by Sanyo which is specifically designed for applications such as parking coverings.
  - **Task 1b:** Submit a report to the Commission including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed photovoltaic system, and a copy of the operation and maintenance manual.
- **Task 2: Geothermal Closed-Loop System**

- **Task 2a:** Select a vendor following the procurement procedures outlined in 10 CFR 600, to replace 16.5 Tons of 13 seasonal energy efficiency ratio (SEER) conventional heating, ventilation, and air conditioning (HVAC) units with 16.5 Tons of closed-loop geothermal HVAC, at the County's Green Demonstration Center. The system selected for this project will be equivalent to a water-to-air heat pump similar to the one produced by Climate Master.
- **Task 2b:** Submit a report to the Commission including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed geothermal closed-loop system, and a copy of the operation and maintenance manual.

- **Task 3: Education and Technology Transfer**
  - **Task 3a:** As a component of the photovoltaic system RFP, a vendor will be selected following the procurement procedures outlined in 10 CFR 600, to install a public information kiosk which displays live energy production and consumption data. The kiosk will contain a plasma tv screen and live energy monitoring software and associated wiring.
  - **Task 3b:** Generate multi-media material as a component of the kiosk and educational materials such as photos, powerpoint and/or video production.
  - **Task 3c:** Submit a report to the Commission including photographs of the installed kiosk, copies of all materials distributed from the kiosk, and documentation that demonstrates the printed material was distributed to at least 3,200 people, and documentation of at least 800 internet downloads.

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	Photovoltaic System and Structure Installation	Submit a report to the Commission including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed photovoltaic system, and a copy of the operation and maintenance manual.	Month 1	Month 10
2	Geothermal Closed-Loop System	Submit a report to the Commission including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed geothermal closed-loop system, and a copy of the operation and maintenance manual.	Month 1	Month 10
3	Education and Technology Transfer	Submit a report to the Commission including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, and photographs of the installed kiosk and supporting materials.	Month 1	Month 10

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

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			
5. Equipment			
6. Contractual Services	$481,517.00	$64,000.00	Grantee
7. Indirect (if authorized)			
Total Project Budget	$481,517.00	$64,000.00	
Total Project Cost	$545,517.00	= Grants Funds + Cost Share	
Cost Share Percentage	11.73%	= Cost Share / Total Project Cost	

H. 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	Photovoltaic System and Structure Installation	$367,899.00	$64,000.00	Grantee
2	Geothermal Closed-Loop System	$73,368.00		
3	Education and Technology Transfer	$40,250.00		
	Totals:	$481,517.00	$64,000.00	
	Total Project Cost:	$545,517.00	= Grant Funds + Cost Share	

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

I. BUDGET DETAIL: Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program. Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match; 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

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 Commission 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 Commission 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* –Indirect Costs are not authorized.

8. *Total Budget Category* – Show the total of all line-items within a Budget Category.

9. *Total Budget* - Show the total of all categories.

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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					N/A			

2. Fringe Benefits

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

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				N/A			

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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
	$	*		=				
	$	*		=				
	$	*		=				
	$	*		=				
Sub-Total of Supplies - Other Expenses Category					N/A			

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					N/A			

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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
TBD	Photovoltaic System and Structure Installation and Education and Technology Transfer	$472,149.00	*	1	=	$472,149.00	G & M	N/A	N
TBD	Geothermal Closed-Loop System	$73,368.00	*	1	=	$73,368.00	G	N/A	N
				Sub-Total of Contractual Services Category		$545,517.00			

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
	$	*		=	$	=	$	+	$
	$	*		=	$	=	$	+	$
	$	*		=	$	=	$	+	$
	$	*		=	$	=	$	+	$
Sub-Total of Indirect Costs Category					N/A	=	$	+	$

8. Total Project Budget

Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs
Contractual Services	$545,517.00	=	$481,517.00	+	$64,000.00
	$	=	$	+	$
	$	=	$	+	$
	$	=	$	+	$
Total Project Budget	**$545,517.00**	=	$481,517.00	+	$64,000.00

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

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FLORIDA ENERGY AND CLIMATE COMMISSION
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ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

Grantee: _____
Mailing Address: _____
_____
Grant Agreement No.: _____
Date Of Request: _____

Amount Requested:$ _____

Grantee's Representative:
_____
Reimbursement Request No.: _____

Reimbursement Period: _____ **to** _____

Percent Matching Required: _____

PROJECT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
1. Salaries	$	$	$	$
2. Fringe Benefits	$	$	$	$
3. Travel (if authorized)	$	$	$	$
4. Supplies/Other Expenses	$	$	$	$
5. Equipment	$	$	$	$
6. Contractual Services	$	$	$	$
7. Indirect Costs (if authorized)	$	$	$	$
TOTAL AMOUNT EXPENDED	$	$	$	$
Less Retainage* (10% of TOTAL AMOUNT EXPENDED)	$	$		
TOTAL AMOUNT TO BE REIMBURSED	$	$		
AGREEMENT AMOUNT	$		$	
Less TOTAL AMOUNT EXPENDED:	$		$	
TOTAL AVAILABLE BALANCE	$		$	

** The cumulative Retainage amount shall be reimbursed on the Final Reimbursement Request, upon approval of the Final Report by the Commission's Grant Manager.*

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above is for items that were charged to and utilized only for the above cited grant activities.

Grantee's Representative's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

GRANT REIMBURSEMENT DETAIL

GRANT FUNDING

1. Salaries

Employee Name	Paycheck #	Gross Paycheck Amount ($)	Hourly Rate ($/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Salaries:		$ -						

2. Fringe Benefits

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

3. Travel

Name of Employee Traveling	Destination	Dates of Trip	Amount Paid ($)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Travel:			$					

4. Supplies-Other Expenses

Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid ($)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Supplies-Other Expenses :		$ -						

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GRANT REIMBURSEMENT DOCUMENTATION DETAIL (continued)

5. Equipment

Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid ($)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		$ -							

6. Contractual Services

Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid ($)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Dates Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		$ -							

7. Indirect Costs, if allowable

Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented ($)
Sub-Total of Indirect Costs:		$ -

Total Grant Reimbursement Summary

Note: Information provided on the Grant Reimbursement Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.

Total Grant Funds Requested : $

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1. Salaries

Employee Name	Paycheck #	Gross Paycheck Amount ($)	Hourly Rate ($/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Salaries:		$ -						

2. Fringe Benefits

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

3. Travel

Name of Employee Traveling	Destination	Dates of Trip	Amount Paid ($)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Travel:			$					

4. Supplies-Other Expenses

Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid ($)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Supplies-Other Expenses:		$ -						

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MATCH DOCUMENTATION DETAIL (continued)

5. Equipment

Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid ($)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		$ -							

6. Contractual Services

Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid ($)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Date Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		$ -							

7. Indirect Costs, if allowable

Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented ($)
Sub-Total of Indirect Costs:		$ -

Total Match Documentation Summary

Note: Information provided on the Match Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.

Total Match documented : $

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FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128
INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the Grantee's agency, as reflected on your Grant Agreement.
MAILING ADDRESS: Enter the reimbursement mailing address.
GRANT AGREEMENT NO.: This is the six-digit number on your Grant Agreement.
DATE OF REQUEST: This is the date the Grantee is submitting the request for reimbursement.
AMOUNT REQUESTED: This is the amount on the "*TOTAL AMOUNT TO BE REIMBURSED*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S REPRESENTATIVE: This is the person identified as Grantee's Representative in the Grant Agreement.
REIMBURSEMENT REQUEST NO.: This is the number of the reimbursement request, not the month number. The first reimbursement request submitted shall be number 1 and subsequent reimbursement requests shall be numbered in ascending numerical order.
REIMBURSEMENT PERIOD: This is the beginning date (dd/mm/yyyy) and ending date (dd/mm/yyyy) of the reimbursement period.
PERCENT MATCHING REQUIRED: Enter the Match requirement here, as reflected on the approved Attachment A, Grant Work Plan.

PROJECT EXPENDITURES SUMMARY SECTION

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount paid during the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. All costs included in the reimbursement request must agree with the approved Project Budget in the current Attachment A, Grant Work Plan of your Grant Agreement. Do not request reimbursement for costs that do not have an associated, approved, funded budget category or approved, funded budget line-item in the current Project Budget. Do not claim items that are not specifically identified in the current Budget Detail as reflected in Section I of the current Attachment A, Grant Work Plan.

- Enter the column total on the "*TOTAL AMOUNT EXPENDED*" line. The figures reflected for each approved budget category must correspond with the budget category amount reflected on the associated Grant Reimbursement Detail Form.
- For the "Less Retainage" line, calculate 10% of the "*TOTAL AMOUNT EXPENDED*" for this reimbursement request; this figure must be shown in brackets (e.g. <$X,XXX.XX>) to reflect that the amount will be deducted from the "*TOTAL AMOUNT EXPENDED*".
- For the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the "Less Retainage" amount from the "*TOTAL AMOUNT EXPENDED*".
- For the "*AGREEMENT AMOUNT*", enter the total amount of the Grant Agreement. For the "Less TOTAL AMOUNT EXPENDED" line, enter the total amount expended as reflected on this reimbursement request **and** all previous reimbursement requests.
- For the "*TOTAL AVAILABLE BALANCE*" *line*, deduct the "*Less TOTAL AMOUNT EXPENDED*" amount from the "*AGREEMENT AMOUNT*".
- For only the Final Reimbursement Request, the Grantee may request reimbursement of all previously deducted Retainage on the condition that the Final Report for the project has been submitted and approved by the Commission's Grant Manager. To request reimbursement of Retainage, reflect the cumulative amount of Retainage as a positive figure (no brackets) in the "*Less Retainage*" line and add it to the "*TOTAL AMOUNT EXPENDED*" to reflect the final "*TOTAL AMOUNT TO BE REIMBURSED*" amount.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts previously submitted for reimbursement to date for each approved, funded budget category. Provide accurate costs and do not round figures to the nearest whole dollar value.

- On the "Less Retainage" line, enter the total cumulative amount of Retainage deducted from all reimbursement requests.
- On the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the cumulative "Less Retainage" amount from the cumulative "*TOTAL AMOUNT EXPENDED*".
- The Final Reimbursement Request must show the total of all reimbursements; first through the final reimbursement (this amount cannot exceed the approved, funded budget amount for each budget category). Enter the column total on the "*TOTALS*" line.

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"MATCHING FUNDS" COLUMN: Enter the amount documented as Match for the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. This needs to be shown under specific budget categories according to the currently approved Attachment A, Grant Work Plan.

- Enter the total for all budget categories on the "*TOTAL AMOUNT EXPENDED*" line for this column.
- Enter the total Match budget amount on the "*AGREEMENT AMOUNT*" line for this column. This amount must correspond with the minimum Match amount specified in Section 4.A of the Grant Agreement and as reflected on the currently approved Attachment A, Grant Work Plan.
- Enter the total cumulative amount of this and any previous Match documented on the "*LESS TOTAL AMOUNT EXPENDED*" line for this column.
- Deduct the "*LESS TOTAL AMOUNT EXPENDED*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL AVAILABLE BALANCE*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount documented to date for Match by budget category. Enter the total of all budget categories on the line titled "*TOTALAMOUNT EXPENDED*." The Final Reimbursement Request must reflect the total of all documented Match, beginning with the first Match documentation through the final Match documentation, etc.

The proportion of cumulative Matching funds as of the final Match documentation must equate to the Cost Share Percentage as reflected on the current, approved Attachment A, Grant Work Plan of the Grant Agreement. If insufficient "*TOTAL CUMULATIVE MATCHING FUNDS*" are submitted, the Final Reimbursement Request of grant funds shall be reduced to ensure that the Cost Share Percentage

GRANTEE CERTIFICATION: The Payment Request Summary Form must be signed by both the Grantee's Representative as identified in the Grant Agreement and the Grantee's Fiscal Agent to be approved for reimbursement.

NOTE: If requesting reimbursement for travel, you must include copies of all travel receipts and a copy of the Commission's properly completed travel reimbursement form (in the format approved by the Department of Financial Services, Chief Financial Officer) that has been signed by both the traveler and the traveler's supervisor.

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GRANT AGREEMENT NO. ARS128
INSTRUCTIONS FOR COMPLETING
GRANT REIMBURSEMENT DETAIL and
MATCH DOCUMENTATION DETAIL

Provide a detailed, line-item description using the worksheet provided for each Budget Category of funds Grantee is requesting for reimbursement or documentation of Match. Costs listed on the Grant Reimbursement Detail must reflect information on supporting documentation, must correspond with the approved Project Budget, the Payment Request Summary Form – Project Expenditures Summary Section and accompanying supporting documentation. The description of each line-item must include the month and year that the item was received; this month and year must fall within the Reimbursement Period. Any line-item with a corresponding month and year prior to the Reimbursement Period must be accompanied by a statement that this cost was not included in a prior Reimbursement Request. For each budget line-item, identify if the cost is: 1) Grant or Match; 2) a Direct cost used to calculate Indirect Costs (if approved), and 3) whether the cost is Administrative in nature. Provide accurate costs and do not round the amounts to the nearest whole dollar value.

Supporting documentation for each amount for which reimbursement is being requested must: 1) list the item that has been paid for, 2) be submitted in the order in which items are shown on the Grant Reimbursement Detail and the Match Documentation Detail and 3) be either highlighted or circled. Check numbers may be provided in lieu of copies of the actual checks. If an item was purchased with a credit card, reflect "paid by credit card" on Grant Reimbursement Detail or the Match Documentation Detail, in lieu of a check number and provide vendor receipt reflecting that the item was paid by credit card (this can be hand written) along with a copy of related credit card statement (credit card number and other confidential information may be blacked out). Each piece of documentation must clearly reflect the dates of service. Only expenditures for budget categories and budget line-items in the approved Project Budget will be reimbursed or documented as Match. Listed below are the types of documentation and examples of minimum requirements.

(1) **Salaries:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the Grant Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, including submission of the claim on the approved state travel form that has been signed and dated by the traveler and the traveler's supervisor and copies of all travel receipts must also be attached. For additional information on documentation of travel costs, contact the assigned Commission Grant Manager.

(4) **Supplies - Other Expenses:** Reimbursement will be made based on paid invoices/receipts.

(5) **Equipment:** Reimbursement will be made based on paid invoices/receipts. Attachment J, Property Reporting Form, must be properly completed, signed and attached to the Attachment B, Payment Request Summary Form for each item of equipment requested for reimbursement or match documentation.

(6) **Contractual Services:** Reimbursement will be made based on paid invoices/receipts. Subcontractors must be listed on Attachment C, Monthly Progress Report, for the corresponding reimbursement period.

(7) **Indirect Costs:** If the Grant Agreement allows recovery of Indirect Costs, the calculation of these costs must be based upon direct costs reflected in the corresponding reimbursement period, utilizing the Indirect Cost rate in the approved Project Budget.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128
ATTACHMENT C
MONTHLY PROGRESS REPORT

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD

Grant Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		**Telephone No.:**	
Monthly Reporting Period:			
Project Number and 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 number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.

C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.

D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. 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.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6, Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.

Match Budget Category	Total Match Project Budget	Match Expenditures Prior to this Reporting Period	Match Expenditures this Reporting Period	Match Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6, Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

Activities:

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

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	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

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	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

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	Energy Savings
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Electricity Consumption (MWh)	
Reduction in Electricity Demand (MW)	
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Fuel Oil Consumption (gallons)	
Reduction in Propane Consumption (gallons)	
Reduction in Gasoline and Diesel Consumption (gallons)	
Amount of wind-powered electric generating capacity installed	
Amount of electricity generated from wind systems (MWh)	

	Renewable Energy Capacity and Generation
Amount of photovoltaic generating capacity installed (MW)	
Amount of electricity generated from photovoltaic systems (MWh)	
Amount of electric generating capacity from other renewable sources installed (MW)	
Amount of electricity generated from other renewable sources (MWh)	

	Emission Reductions
Tons Carbon Emission Reduction (CO2 Equivalent)	
Tons of Sulfur Dioxide Emission Reduction (CO2 Equivalent)	
Tons of Nitrogen Oxide Emission Reduction (CO2 Equivalent)	
Tons of Carbon Monoxide Emission Reduction (CO2 Equivalent)	

I. SUBCONTRACTOR LIST

FLORIDA ENERGY AND CLIMATE COMMISSION
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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, as required in Section 18.A of the Grant Agreement.

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

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

J. 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. As required in Section 18.C of the 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. ARXXX and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative _____ Date _____

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

ATTACHMENT D
SPECIAL AUDIT REQUIREMENTS

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, 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 Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission 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 non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 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 OMB Circular A-133, 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 OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, 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 Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, 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.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

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 Commission, 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 Commission, 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 Florid 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.fldfs.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 OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Florida Energy and Climate Commission at the following address:

   Audit Director or Grant Manager
   Florida Energy and Climate Commission
   Executive Office of the Governor
   600 South Calhoun Street, Suite 251
   Tallahassee, FL 32399-0001

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B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, 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 Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
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 Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
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, Florida 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 Commission or its designee, Chief Financial Officer or Auditor General. The recipient shall ensure that audit working papers are made available to the Commission 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 Commission.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128
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
DE-EE0000241	US Department of Energy	81.041	State Energy Program (SEP)	$481,517.00	140021-10

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	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	$481,517.00	

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/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

ATTACHMENT E
FEDERAL REGULATIONS

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulations. Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.

2 CFR 176	Award Terms for Assistance Agreements that include funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
2 CFR 901	Nonprocurement Debarment and Suspension
10 CFR 600	Financial Assistance Rules
10 CFR 601	New Restrictions on Lobbying
10 CFR 607	Government wide requirements for drug-free work place (financial assistance)
10 CFR 1039	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
10 CRF 1040	Nondiscrimination in Federally Assisted Programs or Activities
10 CFR 1041	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDOE
10 CFR 1042	Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance

Other Federal Regulations

45 CFR Subtitle A – Appendix E to Part 74	Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency

Office of Management and Budget Circulars

A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-102	Grants and Cooperative Agreements with State and Local Governments
A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

ATTACHMENT F
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR PROVISIONS

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency, and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and

Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended; 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm bloodied animals held for research, teaching, or other activities supported by this Agreement.

19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**

22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**

23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**

a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**

26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

ATTACHMENT G
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

1. The undersigned hereby 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.

2. The undersigned also certifies that it and its principals:

   (a) Have not within a three-year period preceding this certification 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

   (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By_____
Authorized Signature/Recipient

_____
Typed Name/Title

_____
Recipient's Firm Name

_____
Street Address

_____
Building, Suite Number

_____
City/State/Zip Code

_____
Area Code/Telephone Number

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. By signing and submitting this form, the certifying party is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Florida Energy and Climate Commission (Commission) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Commission or agency with which this transaction originated.

6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Commission or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

ATTACHMENT H

Intellectual Property Provisions (NRD-1003)
Nonresearch and Development

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. USDOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) USDOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d)(1) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the USDOE shall request, and the Recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the USDOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

ATTACHMENT I
DISCLOSURE OF LOBBYING ACTIVITIES

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year_____ quarter_____ date of last report: _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* **Congressional District,** *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. **Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

2. **Identify the status of the covered Federal action.**

3. **Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.**

4. **Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**

5. **If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**

6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**

7. **Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

8. **Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."**

9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

10. **(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.**

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. **The certifying official shall sign and date the form, print his/her name, title and telephone number.**

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of *information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for* reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

ATTACHMENT J

PROPERTY REPORTING FORM

(For Property With Grantee/Recipient Assigned Property Control Numbers)

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

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 Commission Grant Agreement (identify the property upgraded and the applicable Commission Agreement on a separate sheet). Complete the 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 Commission's Grant Manager, by Grant Agreement number, no later than January 31st for each year this Agreement is in effect.

DESCRIPTION	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:

BELOW FOR COMMISSION USE ONLY

GRANT MANAGER: **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.**

Grant Manager Signature: _____ Date: _____

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FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS128

ATTACHMENT K
ANNUAL REPORT

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD

Grant Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		**Telephone No.:**	
Annual Reporting Period:			
Project Number and 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 number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.

C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.

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D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. 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.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6, Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

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G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.				
Match Budget Category	**Total Match Project Budget**	**Match Expenditures Prior to this Reporting Period**	**Match Expenditures this Reporting Period**	**Match Project Funding Balance**
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6, Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

Activities:

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

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	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

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	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

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	Energy Savings
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Electricity Consumption (MWh)	
Reduction in Electricity Demand (MW)	
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Fuel Oil Consumption (gallons)	
Reduction in Propane Consumption (gallons)	
Reduction in Gasoline and Diesel Consumption (gallons)	
Amount of wind-powered electric generating capacity installed	
Amount of electricity generated from wind systems (MWh)	

	Renewable Energy Capacity and Generation
Amount of photovoltaic generating capacity installed (MW)	
Amount of electricity generated from photovoltaic systems (MWh)	
Amount of electric generating capacity from other renewable sources installed (MW)	
Amount of electricity generated from other renewable sources (MWh)	

	Emission Reductions
Tons Carbon Emission Reduction (CO2 Equivalent)	
Tons of Sulfur Dioxide Emission Reduction (CO2 Equivalent)	
Tons of Nitrogen Oxide Emission Reduction (CO2 Equivalent)	
Tons of Carbon Monoxide Emission Reduction (CO2 Equivalent)	

I. **SUBCONTRACTOR LIST**

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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, as required in Section 18.A of the Grant Agreement.

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

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

J. 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. As required in Section 18.C of the 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. ARXXX and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative _____ Date _____