

MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 18, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Memorandum of Agreement with Broward County, Palm Beach County, and Monroe County related to an Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) Implementation Grant application which, if awarded, would include a \$72,871,961.00 sub-award to Miami-Dade County; authorizing the County Mayor to execute said Memorandum of Agreement; and retroactively authorizing the County Mayor actions with respect to the submittal of this grant application

Resolution No. R-542-24

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Micky Steinberg.


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: June 18, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Authorizing the County Mayor or County Mayor's Designee to execute a Memorandum of Agreement with Broward County, Palm Beach County, and Monroe County related to an Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) Implementation Grant application which, if awarded, would include a \$72,871,961.00 sub-award to Miami-Dade County to fund energy-efficiency housing retrofits, solar photovoltaic rebates, and electric vehicle charger rebates, 11 staff positions, and requisite supplies which would begin upon grant execution and end after five years

Executive Summary

On April 1, 2024, the Southeast Florida Region, represented by Broward County as Lead Entity, submitted a grant application for \$268,648,142.00 in implementation funding to support programs focused on residential energy-efficiency retrofits, solar photovoltaic rebates, and electric vehicle charger rebates. The grant requirements, as contained in the Notice of Funding Opportunity, require entities submitting as a coalition to provide a Memorandum of Agreement from each of the coalition members prior to grant award and provides the deadline of July 1, 2024. The purpose of the Memorandum of Agreement is to provide documentation that the organizations have consulted with each other and are committed to fulfilling their respective roles and responsibilities to successfully implement the programs described in the application.

Recommendation

It is recommended that the Board approve and authorize the County Mayor or County Mayor's designee to execute the attached Memorandum of Agreement with Broward County, Palm Beach County, and Monroe County, attached to the resolution as Attachment 1, related to the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) Implementation Grant application which includes a \$72,871,961.00 sub-award to Miami-Dade County to fund energy-efficiency housing retrofits, solar photovoltaic rebates, and electric vehicle charger rebates, 11 staff positions, and requisite supplies which would begin upon grant execution and end after five years, and retroactively authorize the County Mayor or County Mayor's designee's actions with respect to the submittal of this CPRG Implementation Grant application.

Scope

The Southeast Florida Region CPRG Implementation Grant Application proposes projects that will have countywide impact with particular focus on communities identified as "low income and disadvantaged" by the EPA.

Delegation of Authority

The resolution authorizes the County Mayor or County Mayor's Designee to execute the attached Memorandum of Agreement with Broward County, Palm Beach County, and Monroe County, attached to the resolution as Attachment 1.

Fiscal Impact/Funding Source

Broward County is serving as lead entity on the CPRG Implementation Grant application. If the grant is awarded, Miami-Dade County will be a subrecipient to Broward County. It is anticipated that there would be no long-term fiscal impact to Miami-Dade County for the provision of these services as they will be funded through grant funding received through the CPRG Implementation Grant Program which does not require the County to provide matching funds. Funding for staffing and supplies may need to be advanced out of the County's General Fund while awaiting reimbursement from EPA, through Broward County.

Track Record/Monitor

The Office of Resilience under the direction of Interim Chief Resilience Officer Patricia Gomez will be responsible for tracking and monitoring compliance with the terms outlined in the Memorandum of Agreement.

Background

Through the Inflation Reduction Act of 2022 (IRA), Congress created the Climate Pollution Reduction Grants (CPRG) program to provide grants to states, local governments, tribes, and territories to develop and implement plans for reducing greenhouse gas emissions and other harmful air pollution. The Environmental Protection Agency (EPA) administers the CPRG which is a two-staged grant program that includes funding of \$250 million for noncompetitive planning grants, and \$4.6 billion for competitive implementation grants. The Southeast Florida Region (Miami-Dade, Broward, Palm Beach and Monroe counties) already received an approximately \$1 million planning grant from EPA. Miami-Dade County is serving as Lead Entity on the EPA planning grant. On March 1, 2024, Miami-Dade County submitted the first deliverable under the planning grant, a Priority Climate Action Plan (PCAP). GHG reduction measures identified in the PCAP were eligible to compete for the \$4.6 billion in implementation funding.

On April 1, 2024, the Southeast Florida Region, represented by Broward County as Lead Entity, submitted this CPRG Implementation Grant application for \$268,648,142 in implementation funding to support the following programs:

- The **Residential Energy Efficiency Program (REEP)** will provide home energy retrofits and the necessary and reasonable repairs needed to provide those retrofits safely and effectively within low income and disadvantaged communities. Weatherization improvements include basic enclosure upgrades consisting of building envelope air sealing, duct tightening, attic insulation, and wall insulation. Other energy efficiency upgrades consist of new energy-efficient air-conditioners, heat pump water heaters, LED replacements, and appliance upgrades like induction ranges and heat pump dryers. This measure also allocates approximately 15% of requested funds for prerequisite home repairs, including, but not limited to, roof and window replacements, wiring replacements, and requisite electric service upgrades. Across the

region, the Project Team targets serving an estimated 8,365 households, generating nearly \$11.7M in cumulative bill savings for participants and offsetting a cumulative 16,665 metric tons of CO2 equivalent from 2025 to 2030. Total Grant Funds Requested: \$ 200,511,563 (\$54,299,135 to Miami-Dade County)

- The **Solar Rebate Program (SRP)** will provide rebates to offset a portion of upfront solar array installation costs in low income and disadvantaged communities. The SRP will transform solar accessibility and affordability by providing qualified participants with rebates on the upfront cost of their solar photovoltaic installations using a streamlined application process and robust engagement. Across the region, the program targets serving 7,782 households, generating more than \$45.1M in cumulative bill savings for participants and offsetting 58,332 metric tons of CO2 equivalent from 2025 to 2030. Total Grant Funds Requested: \$ 51,846,438 (\$14,036,542 to Miami-Dade County)
- The **Electric Vehicle New Incentives for Charging Equipment program (EV-NICE Program)** will provide rebates covering a portion of the upfront costs for electric vehicle charging equipment to be installed in low income and disadvantaged communities. The program provides rebates on the upfront costs to install publicly accessible Level 2 and DC Fast Charging infrastructure targeted at eligible entities including public/private entities and local and tribal governments, with a particular focus on multifamily properties and large employers. Across the region, the program targets deploying 802 new electric vehicle supply equipment (EVSE) in low income and disadvantaged communities. Total Grant Funds Requested: \$ 18,281,379 (\$4,536,285 to Miami-Dade County)

For this CPRG Implementation Grant application, this resolution would retroactively authorize the actions (see Attachment 2 to the resolution) by the County Mayor or County Mayor's designee with respect to the submittal of this grant application.

In addition, as part of the CPRG Implementation Grant application, the EPA requires the submittal of a Memorandum of Agreement (Attachment 1 to the resolution) by the coalition that submitted the application, which is Miami-Dade County, Broward County, Palm Beach County, and Monroe County. Per EPA, the purpose of the Memorandum of Agreement is to provide documentation that the organizations have consulted with each other and are committed to fulfilling their respective roles and responsibilities to successfully implement the programs described in the application.

This attached Memorandum of Agreement includes a provision that would require the venue of any future litigation to be in Broward County and would waive the County's right to a trial by jury. While such litigation is unlikely, it could limit the options available to the County to resolve such litigation.

In addition, pursuant to EPA's grant requirements, and as referenced in the attached Memorandum of Agreement, Miami-Dade County would also be required to enter into a future Subrecipient Agreement with Broward County prior to receiving grant funding. If the CPRG Implementation Grant is awarded to the Southeast Florida region, it is anticipated that a Subrecipient Agreement between Miami-Dade and Broward County will be brought to this Board for approval at a later date. The County is currently negotiating such Subrecipient

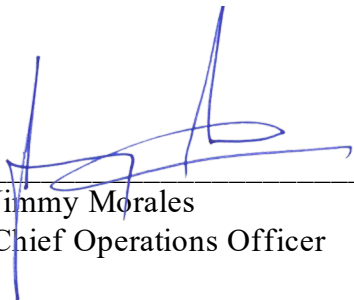
Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Page No. 4

Agreement with Broward County, and based on the draft currently requested by Broward County, there are various terms that the administration is working to remove or revise, including: draft terms allowing Broward County to impose sanctions on the County for default, noncompliance, or violation of any grant provisions, as determined in Broward's sole discretion; requiring the County to indemnify and defend Broward County but not offering similar indemnification to the County; and allowing for termination for convenience by Broward County but not allowing for such termination by the County. In addition, in the event of a public records request submitted to the County, the draft terms of the Subrecipient Agreement require the County to provide all responsive records to Broward County for response.

The Subrecipient Agreement is not a part of this item, and staff will continue to negotiate to resolve these issues with Broward County prior to the Subrecipient Agreement being presented to the Board for consideration.

If the CPRG Implementation grant is awarded to the Southeast Florida Region, Miami-Dade County is expected to receive \$72,871,961.00 of the total award to implement the aforementioned programs. Award announcements are expected in Summer 2024.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 18, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved Daniella Leme Carr Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)
6-18-24

RESOLUTION NO. R-542-24

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH BROWARD COUNTY, PALM BEACH COUNTY, AND MONROE COUNTY RELATED TO AN ENVIRONMENTAL PROTECTION AGENCY (EPA) CLIMATE POLLUTION REDUCTION GRANT (CPRG) IMPLEMENTATION GRANT APPLICATION WHICH, IF AWARDED, WOULD INCLUDE A \$72,871,961.00 SUB-AWARD TO MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID MEMORANDUM OF AGREEMENT; AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTIONS WITH RESPECT TO THE SUBMITTAL OF THIS GRANT APPLICATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying Interlocal Agreements, copies of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Hereby approves and authorizes the County Mayor or County Mayor's designee to execute the Memorandum of Agreement with Broward County, Palm Beach County, and Monroe County, attached hereto as Attachment 1, related to an Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) Implementation Grant application which includes a \$72,871,961.00 sub-award to Miami-Dade County to fund energy-efficiency housing retrofits, solar photovoltaic rebates, and electric vehicle charger rebates.

Section 2. Retroactively authorizes the County Mayor or County Mayor's Designee actions, attached hereto as Attachment 2, with respect to the submittal of this CPRG Implementation Grant application.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	absent	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of June, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "ASR", written over a horizontal line.

Abbie Schwaderer-Raurell

**CLIMATE POLLUTION REDUCTION GRANT PROGRAM
IMPLEMENTATION GRANT MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“MOA”) is being executed by Broward County (“County”), Miami-Dade County, Monroe County, and Palm Beach County (“Participating Agencies”) (collectively “Parties”).

A. The Parties are signatories to the Southeast Florida Regional Climate Change Compact (“Compact”), collaboratively working to reduce regional greenhouse gas (“GHG”) emissions, implement adaptation strategies, and build climate resilience across the region.

B. Through the Compact, the Parties published the Regional Climate Action Plan 3.0 (“RCAP3.0”), which brought together members of the business and private sectors; educational institutions; state, local, and tribal governments; utilities; and professional and community organizations to make recommendations and identify strategies aimed at transforming southeast Florida into a more resilient, equitable, and thriving home for all.

C. RCAP3.0 recommended the counties coordinate the development and adoption of local GHG emissions reduction, adaptation, and climate resilience policies. It proposed to accomplish this, in part, by 1) pursuing funding and technical assistance that supports climate reduction and climate resilience work across the region; and 2) developing processes for regional and/or intergovernmental review, coordination, and harmonization of carbon pollution reduction and climate resilience initiatives, such as regional transportation infrastructure and GHG inventories.

D. The Parties are eligible jurisdictions able to collectively implement the objectives and goals of the Climate Pollution Reduction Grant (“CPRG”) Program.

E. The Parties formed a coalition and developed a course of action to achieve the goals and objectives of the CPRG Planning Grant. On August 4, 2023, the U.S. Environmental Protection Agency (“EPA”) awarded a CPRG Planning Grant to the Parties to develop a Priority Climate Action Plan and Comprehensive Climate Action Plan covering the entire geographic scope of the Compact region.

F. On December 15, 2023, EPA released the Notice of Funding Opportunity for CPRG Implementation Grants. The Parties wish to continue the collaboration to apply for EPA grant funding to implement mitigation projects and strategies identified in the Priority Climate Action Plan and Comprehensive Climate Action Plan.

G. This collaboration will enable the implementation of carbon reduction programs focused on residential energy efficiency and weatherization, community electric vehicle infrastructure, and residential solar installation for the citizens of southeast Florida within and adjacent to the Metropolitan Service Areas as required by the CPRG Implementation Grant.

H. Through this MOA, County was selected to apply for the CPRG Implementation Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the CPRG Implementation Grant.

I. This MOA establishes the relationship between the Participating Agencies related to the CPRG Implementation Grant Application and the administration of the grant awarded as a result of said application.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Participating Agencies agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County as Lead Agency. County will serve as the lead agency and grant administrator for the Participating Agencies for the CPRG Implementation Grant. Pursuant to the CPRG guidelines, funding for the CPRG Implementation Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the EPA. County accepts full responsibility for the Parties' performance and will be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant.
3. Resources. The Parties will contribute resources for the following projects and grant deliverables when implementing said projects within their respective jurisdictions:
 - a. Managing and implementing a residential energy efficiency and weatherization program for its citizens that is in alignment with the terms outlined in the proposal and grant agreement.
 - b. Managing and implementing a residential and commercial solar installation program for its citizens that is in alignment with the terms outlined in the proposal and grant agreement.
 - c. Managing and implementing a community-wide electric vehicle infrastructure program for its citizens that is in alignment with the terms outlined in the proposal and grant agreement.
 - d. Reporting on project status updates and information to Broward County in support of their progress reports in accordance with EPA's reporting requirements.
4. Funding. County will distribute the funds to each Participating Agency in accordance with the CPRG Implementation Grant and a separate Subgrant Award Agreement (as described in Section 5 below).
5. Subgrant Award Agreement. To receive the CPRG Implementation Grant funds, the Participating Agency and County must negotiate and execute a Subgrant Award Agreement.

The County, as the grant recipient, will serve as the pass-through entity. The Participating Agency will serve the subrecipient. Through the Subgrant Award Agreement, the Participating Agency, consistent with federal requirements, will be accountable to the County for the proper use of EPA funding and successful project implementation.

6. Compliance with EPA Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOA, each Participating Agency agrees to adhere to the requirement standards set forth in the Uniform Grant Guidance 2 C.F.R. §§ 200.331 – 200.333 (2024), as amended, EPA's Subaward Policy 16-01, as applicable, and all conditions and requirements of the CPRG Implementation Grant.

7. Contract Administrator Authority. Contract Administrator means the County's Director of Resilient Environment Department, the Deputy Director of Resilient Environment Department, or such other person designated by the Director of Resilient Environment Department in writing. The Contract Administrator is authorized to coordinate and communicate with Participating Agencies to manage and supervise the performance of this MOA. Participating Agencies acknowledge that the Contract Administrator has no authority to make changes that would materially modify the terms of this MOA except as expressly set forth in this MOA or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this MOA or otherwise set forth in the Broward County Code of Ordinances or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this MOA. The Contract Administrator may also approve in writing minor modifications to the MOA that do not increase the total cost to County or waive any rights of County.

8. Term and Termination. This MOA shall commence on execution by the Parties and end consistent with the period of performance specified in the CPRG Implementation Grant. However, the continuation of this MOA is subject to the availability of funding from the CPRG Implementation Grant. If the EPA does not award the CPRG Implementation Grant to the County, the MOA shall terminate contemporaneously with the County's transmittal of written notice to the Participating Agencies that the EPA did not award the CPRG Implementation Grant. If EPA awards a CPRG Implementation Grant to the County, the Participating Agencies may not terminate (i.e., end in its entirety) this MOA.

If a Participating Agency no longer wishes to participate in the MOA, before or after the award of a CPRG Implementation Grant, the Participating Agency may withdraw (i.e., remove itself from participation) from this MOA by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the EPA. Any resulting guidance provided by EPA shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all Parties. If a Participating Agency effectively withdraws from this MOA, County may reallocate the withdrawing Participating Agency's funding to another Participating Agency in accordance with the terms of the CPRG Grant.

9. Public Records. Each Participating Agency understands that all records created as a result of participating in the CPRG Implementation Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency is responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOA, including assisting County by providing the responsive records to County upon request. Each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

10. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOA at reasonable times as may be requested by County, the EPA, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

11. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this MOA, nothing herein is intended to serve as a waiver of sovereign immunity by the Parties nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this MOA.

12. Third-Party Beneficiaries. The Parties do not intend to primarily or directly benefit a third party by this MOA. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this MOA and that no third party shall be entitled to assert a right or claim against any of them based upon this MOA.

13. Notice. Unless otherwise stated herein, for notice to be effective under this MOA, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Resilient Environment Department
Attn: Dr. Jennifer Jurado
115 South Andrews Avenue, Room 329
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR MIAMI-DADE COUNTY:

Miami-Dade County Office of Resilience
Attn. Dr. Patricia Gomez
111 NW 1st Street, 12th Floor
Miami, Florida 33128
Email address: patricia.gomez@miamidade.gov

FOR MONROE COUNTY:

Monroe County Board of County Commissioners
1100 Simonton Street
The Gato Building, RM 2-205
Key West, Florida 33040
Email address: Haag-Rhonda@MonroeCounty-FL.gov

FOR PALM BEACH COUNTY:

Palm Beach County Office of Resilience
Attn: Megan Houston
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
Email address: MSHouston@pbc.gov

14. Severability. If any part of this MOA is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this MOA and the balance of this MOA shall remain in full force and effect.

15. Joint Preparation. This MOA has been jointly prepared by the Parties and shall not be construed more strictly against any Party.

16. Interpretation. The titles and headings contained in this MOA are for reference purposes only and shall not in any way affect the meaning or interpretation of this MOA. All personal pronouns used in this MOA shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this MOA as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this MOA, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this MOA and any provision within an article or section of this MOA, the article or section shall prevail and be given effect.

18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This MOA shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this MOA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this MOA must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MOA.**

19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOA is effective unless contained in a written document executed with the same or similar formality as this MOA and by duly authorized representatives of County and each Participating Agency.

20. Prior Agreements. This MOA represents the final and complete understanding of the Parties regarding the subject matter of this MOA and supersedes all prior and contemporaneous negotiations and discussions regarding the same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this MOA are contained herein.

21. Counterparts and Multiple Originals. This MOA may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same MOA.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024; MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024; MONROE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024; and PALM BEACH COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024, all duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Jennifer D. Brown (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

JDB/gmb
CPRG Implementation Grant MOU
04/03/2024

**CLIMATE POLLUTION REDUCTION GRANT PROGRAM
IMPLEMENTATION GRANT MEMORANDUM OF AGREEMENT**

MIAMI-DADE COUNTY

ATTEST:

COUNTY CLERK

By: _____
Print Title _____

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
MOA as to form and legal sufficiency subject
to execution by the parties:

County Attorney

**CLIMATE POLLUTION REDUCTION GRANT PROGRAM
IMPLEMENTATION GRANT MEMORANDUM OF AGREEMENT**

MONROE COUNTY

ATTEST:

COUNTY CLERK

By: _____
Print Title _____

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
MOA as to form and legal sufficiency subject
to execution by the parties:

County Attorney

**CLIMATE POLLUTION REDUCTION GRANT PROGRAM
IMPLEMENTATION GRANT MEMORANDUM OF AGREEMENT**

PALM BEACH COUNTY

ATTEST:

COUNTY CLERK

By: _____
Print Title _____

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
MOA as to form and legal sufficiency subject
to execution by the parties:

County Attorney



OFFICE OF THE MAYOR MIAMI-DADE COUNTY

March 12, 2024

Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Subject: Notice of Intent to Participate in Coalition – Climate Pollution Reduction Grant (CPRG) Implementation Grant

To Whom It May Concern,

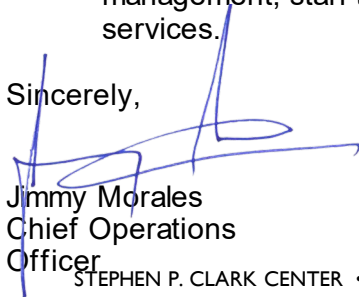
I am writing on behalf of Miami-Dade County with the intent to support designation of Broward County as the Lead Applicant with oversight and responsibility for managing grant funds and administrative functions pertaining to the CPRG Implementation Grant program on behalf of the 'Miami-Fort Lauderdale-Pompano Beach Metropolitan Statistical Area' (MSA), inclusive of the geographic boundaries of Broward, Miami-Dade, Monroe, and Palm Beach Counties. Miami-Dade County intends to commit to participating in the coalition application.

Broward County accepts full responsibility for the performance of the coalition and will be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant. Miami-Dade, Monroe, and Palm Beach counties, who are grant subrecipients, will be accountable to the lead applicant for proper use of EPA funding and successful project implementation.

No later than July 1, 2024, our coalition will submit a formal memorandum of agreement (MOA), clearly describing the following aspects of our coalition's collaboration:

- The agreed upon roles, responsibilities, and commitments each partner will provide to ensure project success.
- The proposed operating model for the coalition.
- How the collaboration and partnerships associated with the coalition will benefit the project.
- Describe the resources each partner will contribute to the project. Such resources could include project management, staff time, technical analyses, in-kind contributions, training or facilitation, or other related services.

Sincerely,


Jimmy Morales
Chief Operations
Officer

STEPHEN P. CLARK CENTER • 111 N.W. FIRST STREET • 29TH FLOOR • MIAMI, FLORIDA 33128-1930 • (305) 375-1880 • (305) 375-2099

MDC019



OFFICE OF THE MAYOR

MIAMI-DADE COUNTY

March 12, 2024

Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Subject: Letter of Commitment to Participate in Coalition – Climate Pollution Reduction Grant (CPRG) Implementation Grant

To Whom It May Concern,

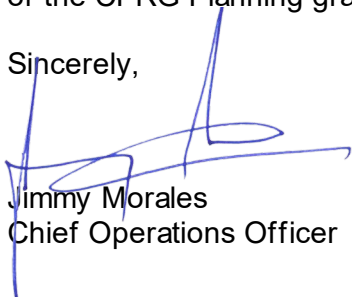
I am writing of behalf of Miami-Dade County with the intent to support designation of Broward County as the Lead Applicant with responsibility for managing grant funds and administrative functions pertaining to the CPRG Implementation program on behalf of the 'Miami-Fort Lauderdale-Pompano Beach Metropolitan Statistical Area' (MSA).

Miami-Dade County intends to commit to the MSA counties (Miami-Dade, Broward, and Palm Beach), together with Monroe County, to work collaboratively to reduce regional greenhouse gas emissions, implement adaptation strategies, and build climate resilience across the Southeast Florida region through a partnership known as the Southeast Florida Regional Climate Change Compact.

With resources from this grant, Miami-Dade County intends to support implementation of programs related to residential energy efficiency and weatherization, community electric vehicle infrastructure, and residential and commercial solar installation. In combination, these programs will reduce greenhouse gases across the four-county region.

Miami-Dade County offers this letter of collaboration in support of applying for and the implementation of the CPRG Planning grant.

Sincerely,


Jimmy Morales
Chief Operations Officer