

# MEMORANDUM

Agenda Item No. 8(L)(1)


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

**DATE:** October 16, 2024

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution retroactively approving the County Mayor's actions in applying for a regional innovation and tech hub grant award from the United States Economic Development Administration (EDA) in the amount of \$3,200,000.00, with required County cost share and an estimated maximum fiscal impact to the County in the amount of \$333,972.00; authorizing the County Mayor to (1) execute and accept the EDA Notice of Award and the terms and conditions set forth therein, (2) receive and expend the grant funds in accordance with the Notice of Award, (3) execute any further agreements or other documents as required by the EDA to receive the grant funds, and exercise the provisions set forth therein, provided that certain conditions are met

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.

  
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Geri Bonzon-Keenan  
County Attorney

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# Memorandum



**Date:** October 16, 2024

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

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Resolution Recommending Retroactive Approval and Acceptance of the Economic Development Agency's Regional Innovation & Tech Hub Grant Award

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## **Executive Summary**

Miami-Dade County's Office of Innovation and Economic Development (OIED) has taken steps to organize and lead a consortium of governmental and private entities, which has sought federal funding—with the County serving as Lead Applicant—as the ClimateReady Tech Hub (CRTH), one of 12 technology hubs designated and funded by the U.S. Department of Commerce's Economic Development Administration (EDA) in October 2023. In July 2024, the consortium was notified that it would be awarded a total of \$19,500,000.00 in implementation grant funds, including \$3,200,000.00 to Miami-Dade County, with the remaining \$16,300,000.00 awarded directly to the project leads, which are Florida International University (FIU) and Miami-Dade College (MDC). On September 23, 2024, the EDA issued a Notice of Award (NoA) to the County, a copy of which is attached to the accompanying resolution and incorporated therein by reference, awarding the County \$3,200,000.00 in grant funds, with a required County cost share of \$333,972.00. EDA has advised that the County has until October 23, 2024 to accept the grant funds, including the various terms and conditions set forth in the NoA.

Over the next 60 months, these grant funds will operationalize the CRTH regional governance model and advance sustainable infrastructure, regional startups, small businesses, and workforce development and support CRTH's commercialization of climate technology and foster a robust climate tech ecosystem in South Florida.

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) retroactively approve the County's actions in applying for such grant funds from the EDA, and further authorize the County Mayor or County Mayor's designee to (1) execute and accept the NoA, including the terms and conditions set forth therein; (2) receive and expend the grant funds in accordance with the NoA; and (3) execute any further agreements or other documents that the EDA may require in order to receive the grant funds, following review for form and legal sufficiency by the County Attorney's Office, and exercise the provisions set forth therein.

## **Scope**

This item is county-wide in scope. The grant's benefits are expected to extend beyond Miami-Dade County, benefiting the entire South Florida region.

**Delegation of Authority**

This item delegates authority to the County Mayor or County Mayor's designee: to (1) execute and accept the NoA, including the terms and conditions set forth therein; (2) receive and expend the grant funds in accordance with the NoA; and (3) execute any further agreements or other documents that the EDA may require in order to receive the grant funds, following review for form and legal sufficiency by the County Attorney's Office, and exercise the provisions set forth therein.

To the extent additional agreements, including the procurement of outside counsel, are contemplated by the grant or EDA, such measures will require the future approval of the Board before any actions are taken. Similarly, to the extent that the incorporation of new legal entities is contemplated by the grant or EDA, such measures will require the future approval of the Board before any actions are taken.

**Fiscal Impact/Funding Source**

As outlined in the NoA, Miami-Dade County will receive and expend a grant totaling \$3,533,972.00, including a federal share of \$3,200,000.00 and a required cost share of \$333,972.00.

The anticipated maximum fiscal impact of this grant is \$333,972.00, which is anticipated to be provided through in-kind matching funds from the South Florida Regional Planning Council (\$240,000.00) and OIED staff support (\$93,972.00).

The remaining \$16,300,000.00 in grant funds was awarded by the EDA directly to the project leads, FIU and MDC's Miami Tech Works.

Additionally, the EDA has required that Miami-Dade County, as the Lead Consortium Member for CRTH, secure matching funds necessary to comply with the minimum matching share rate (10% of total project costs) across the total amount of Federal funding (\$19.5 million) provided to CRTH.

Miami-Dade County and the project leads secured the below match funds and these funds were reviewed and approved by the EDA as meeting the match requirements. Match funding letters submitted to the EDA are included as an attachment. The match funds include:

- ClimateReady Infrastructure Component Project led by FIU received \$10,278,162.00 in federal dollars and secured \$1,606,21.00 in-kind match from the following sources:
  - FIU: \$558,961.01 from foregone indirect match, waived indirect match, and staff time
  - University of Miami (UM): \$262,987.00 from foregone indirect costs and approved indirect costs
  - Titan Florida: \$695,000.00 from use of 5,000 square foot industrial warehouse, use of Innovation Hub space, and employee time from Cementitious Materials Engineer and VP of Innovation

- Carbon Limit: \$65,492.10 from personnel time including Chief Executive Officer, Chief Technology Officer, Business Development Lead, and scientists on staff
- ClimateReady Workforce Development led by MDC received \$6,000,000.00 in federal dollars and secured \$1,001,898.00 from the following sources:
  - YWCA: \$901,898.00 for staff time from VP Community Programs and Director of Economic Development, wraparound services, equipment, and indirect costs
  - OIC: \$100,000.00 from classroom and instructional space and materials & outreach and communities staff time

If the match commitments are not met, the EDA may modify the Award directly with project leads, including the project budget or amount and proportion of the Federal share.

### **Track Record/Monitor**

Miami-Dade County's Office of the Mayor serves as the lead partner of the quad-county consortium overseeing CRTH. The steering committee is chaired by regional innovation officer (RIO) Francesca de Quesada Covey and tasked with providing broad strategic oversight. This eight-member committee is comprised of leaders in the climate tech sector, representing the diverse technology verticals and ecosystem support required to achieve the Hub's overarching vision.

### **Background**

The Tech Hubs Program is a federal economic development initiative designed to drive regional technology and innovation-led growth by strengthening capacity to manufacture, commercialize, and deploy key climate technologies. EDA designated 31 hubs nationwide in October 2023 and funded 12, including CRTH, in July 2024.

Implementation grants will support Tech Hubs as they scale up the production and delivery of critical technologies, strengthen U.S. economic competitiveness and national security, and accelerate the growth of industries of the future in regions across the United States. CRTH has been awarded \$19.5 million across three (3) component projects to accelerate regional technology and innovation-led growth by boosting the capacity to manufacture, commercialize, and deploy key climate technologies:

- Governance led by Miami-Dade County (\$3.2 million) to build out a central office and administrative functions.
- ClimateReady Infrastructure to scale clean cement (\$10.3 million). This is led by Florida International University in close partnership with Titan America, Carbon Limit, and University of Miami.
- Workforce Development (\$6 million) led by Miami Tech Works (MDC) to build and scale green jobs programming and ensure placement, in close partnership with Miccosukee Tribe of Indians of Florida, Florida Memorial University, IUOE, and OIC.

This significant federal investment will jump start climate innovation from public, private, academic, tribal, and community partners, positioning South Florida as a leader in adaptation

and mitigation technology that can withstand extreme weather events, increased flooding, and rising temperatures.

Led by Miami-Dade County, CRTH is a consortium of local governments, businesses, universities, and organizations, originally convened by the South Florida Regional Planning Council and received technical assistance support from America Achieves through the support of Kenneth C. Griffin, Citadel, and the John S. and James L. Knight Foundation. These organizations collectively represent the region's four (4) counties and combine a diverse range of expertise, resources, and perspective to build a globally leading climate tech ecosystem.

To drive effective governance, the Hub has a Steering Committee chaired by regional innovation officer (RIO) Francesca de Quesada Covey and charged with broad oversight. The eight-member committee covers the tech verticals and ecosystem support needed to achieve the Hub-wide vision to build and scale globally competitive climate technologies that drive equitable outcomes: workforce development, policy innovation & entrepreneurship, climate tech (academic), climate tech (industry), equity & environmental justice, regional economic development and national defense. Miami-Dade County's Office of the Mayor serves as the lead partner of the quad-county consortium.

To realize its overall mission, CRTH has selected three (3) core technology areas as a near-term focus, coupled with ecosystem-wide capacity building that will enable global competitiveness and, when fully funded, anticipate the creation of up to 23,000 good paying jobs (mean salary of \$83k), and adding up to \$41B to the region's GDP.

- **ClimateReady Infrastructure.** Scaling technologies to protect built and natural environments in low-lying areas, specifically focusing on marginalized populations most affected by extreme weather events. It aims at the global \$63B industry of advanced concrete building materials, such as ternary cement, that reduces emissions by 40%.
- **ClimateReady Coasts.** Expanding coastal product demonstration facilities along South Florida's coastline for green-gray artificial reef structures, seawalls, and breakwaters to provide consolidated validation services and assist companies in capturing additional market share. With support from the IUOE Local 487, this project will help create nearly 7,000 new jobs by 2034, including manufacturing, installer, 3D printing fabricators, and diver jobs.
- **ClimateReady Energy Efficiencies.** Demonstrating and validating affordable energy solutions tailored for subtropical climates, enhancing performance, sustainability, and reliability and ensuring access for marginalized populations. Targeting the \$72B industry of next generation building energy management systems and HVAC systems designed for humid environments, in addition to the micro-grids and marine energy industries.

The NoA also requires that the County, as Lead Applicant, undertake a variety of responsibilities, including:

- Serving as EDA's main point of contact during the competition and implementation;

- Serving as the employer of the Regional Innovation Officer (RIO) or otherwise be the organization, institution, or other entity to which the RIO is primarily accountable;
- Serving as the central coordinator of the consortium by leading or otherwise having a significant role in the consortium's governance;
- Convening public, private, academic, labor, and civic leaders to facilitate regional cohesiveness in maximizing the Hub's competitiveness;
- Establishing and maintaining communication between the consortium and EDA to enable and accelerate collaboration and support;
- Ensuring funding and other assistance provided by EDA and any other partners are absorbed effectively within communities;
- Ensuring that the consortium is communicating and coordinating activities and outcomes; and
- Timely and proactively identification of challenges and barriers to execution and impact of individual projects or across projects, communication of those challenges to EDA, and independently or in collaboration with EDA, identification of solutions, alternative approaches, and necessary resources.

The EDA also shall impose various reporting and oversight requirements that are further detailed in the NoA.

### **Consortium Makeup**

The South Florida Regional Planning Council convened regional stakeholders from March to August 2023 to evaluate and identify the organizations best suited to join the Consortium. As a result of these meetings and assessments, the following Consortium members and partners were selected:

1Print, AME Power, Beacon Council, Black & Veatch, Blue Frontier, Inc., Broward County, Carbon Limit, CareerSource, Catalyst Miami, Citadel and Citadel Securities, City of Miami, City of Miami Beach, City of Lake Worth Beach, CodePath, College of the Florida Keys, Denrgy, eMerge Americas, Endeavor Miami, Facade+Envelope, Florida Atlantic University, Florida International University, Florida Memorial University, Florida Power & Light, Friends of The Underline, Inc., Frost Science Museum, Greater Fort Lauderdale Alliance, Greater Miami Chamber of Commerce, I Squared Capital, JLL, IUOE 487, Kenneth C. Griffin, Knight Foundation, Mangrove Contracting, Marine Research Hub, Maroon League, MasTec, Merrimac Ventures, Miami Tech Works, Miami Waterkeeper, Miami-Dade College, Miami-Dade Innovation Authority, Miccosukee Tribe, Mission One Capital, Monroe County, Museum of Discovery & Science, Northeastern University, Nova Southeastern University, OIC of South Florida, Ocean Exchange, Palm Beach County, Seaworthy Collective, ShoreLock, South Florida Defense Alliance, South Florida Regional Planning Council, Southeast Florida Regional Climate Change Compact, Techstars, The Allapattah Collaborative CDC, The CLEO Institute, The Nature Conservancy, Titan, University of Florida, University of Miami, Venture Miami, and Watsco.

The partners were identified through an open call for proposals, including a Notice of Intent to Apply posted on the County's grants website and Grant Mail newsletter. The steering


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committee then evaluated the submissions and categorized them into members, partners, and stakeholders based on the relevance of their projects and alignment with the CRTH's vision and objectives.

Attachments:

The following documents submitted to EDA in the CRTH application, are attached:

- Overarching Narrative
- Governance Component Project Narrative
- Governance Component Project Budget
- Match Funding Letter of Commitments

  
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Francesca de Quesada Covey  
Chief Innovation and Economic Development Office

## South Florida ClimateReady Tech Hub Overarching Narrative

**EXECUTIVE SUMMARY.** Rising sea levels, extreme weather events, and exponentially growing energy demand pose generational threats to the global economy, human welfare, and national security. In response to these threats, innovative, affordable, and sustainable “climate technologies” are emerging, providing hope for increasing communities’ resilience and advancing environmental justice.

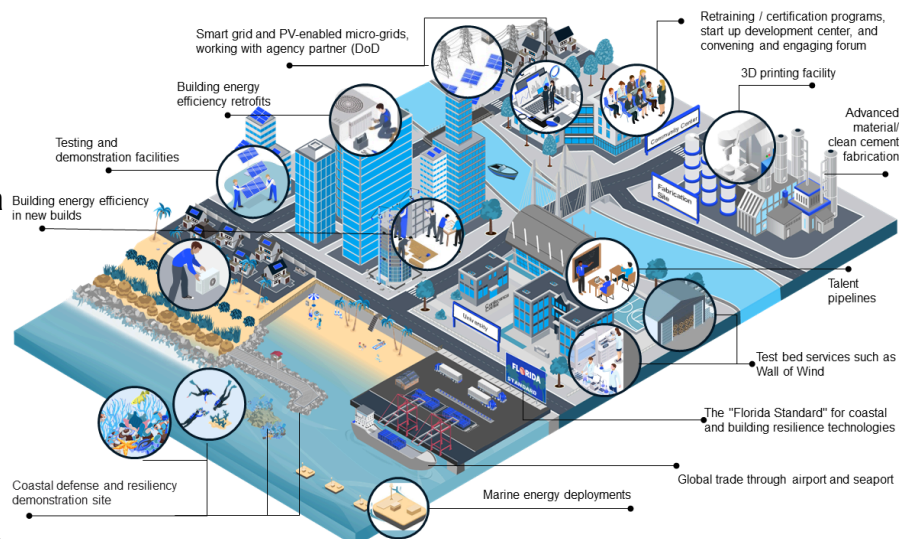
South Florida is uniquely positioned to become the global leader – rapidly – in delivering these community-level climate technologies. Our exposure to weather and climate variations presents an existential threat, with more than \$3.5T in assets exposed to sea-level rise inundation alone. Fortunately, multiple transformational technologies are ready to scale in South Florida, underpinned by a vibrant entrepreneurial class and ready workforce.

To fully realize this potential, the ClimateReady Tech Hub will catalyze the commercialization of community-level climate technologies into domestic and global markets. Led by Miami-Dade County, the Hub is joined by regional governmental partners Broward, Monroe, and Palm Beach Counties. It partners with experienced institutions across academia, workforce development, entrepreneurship, manufacturing, and commercialization. This initiative will catapult the US into the global leader of home-grown climate technologies and ensure that opportunities to build this hub – and the benefits of these investments – are shared equitably, including among communities historically excluded from economic prosperity.

**A VISION FOR SCALABLE, COMMUNITY-LEVEL CLIMATE TECHNOLOGIES.** The vision of the South Florida ClimateReady Tech Hub is to accelerate the development and deployment of scalable climate technologies that meet community-level needs. The Hub has identified three verticals of climate-ready technologies to support over the next five years (see visualization of technology areas below): (1) energy efficiencies; (2) infrastructure; and (3) coasts. EDA provides a unique funding source, addresses gaps to validate new technologies, provides equitable access to emerging innovations, and convenes stakeholders, from regulators to industry titans, to scale products globally.

Collectively, these technologies represent a global addressable market of nearly \$3T by 2030. Within South Florida alone, the addressable market for these technologies could reach \$50B by 2030. To succeed, our investments must be intrinsically linked to wealth creation in historically marginalized communities

disproportionately affected by climate change, providing access to high-quality jobs and direct benefit from the economic prosperity attributable to commercialization. As a result, **this Hub will create over 23,000 new jobs (at least 15,100 serving individuals from historically marginalized communities), provide technical assistance to 500 startups, and newly train over 3,000 people.**





The climate challenge. In 1992, following the most destructive hurricane in its history, South Florida began developing market expertise in climate adaptation. Our resulting building codes have become the global standard for protecting structures from destructive winds. Three decades later, we face mounting storm damage from the increased frequency and intensity of tropical storms and other extreme weather events. Coastal defense technologies are integral to protecting critical infrastructure such as airports, seaports, and military installations. These technologies enable quicker reopening of such vital facilities, minimizing economic disruption and maintaining supply chains crucial to the national economy. In 2023, the United States experienced the highest number of “billion-dollar” disasters in history, topping over \$92.9B in costs.<sup>1</sup>

The United States' volatile international position on climate adaptation also creates a geopolitical imbalance. The US and China are currently in a race to export climate technologies. We've seen this story before; the US pioneered the most advanced solar technology in the early 2000s. Then, China invested to commercialize, eventually capturing 80% of the global market. We cannot let history repeat itself.

The opportunity. To leverage existing climate technologies primed for global distribution and seize a global leadership position in consumer climate technologies within a decade, we have selected three technology verticals for an initial focus:

1. **ClimateReady Energy Efficiencies** aims at the \$72B industry of next-generation building energy management systems and HVAC systems designed for humid environments, in addition to the micro-grids and marine energy industries. In particular, our building efficiency cooling systems include advanced liquid desiccant dehumidification and internal building systems to improve thermal and water resistance. More than 20 industry partners are ready to support demonstrations, customer discovery, and distribution economics to overcome the lack of market incentives and data. The technology benefits will be showcased at Florida Memorial University (an HBCU) and on the Miccosukee Tribe of Indians of Florida, among other local sites. This vertical will scale over 40 new startups and enable many pilots. By 2034, we will support over 14,000 new jobs in this vertical, including skilled labor opportunities for refrigeration mechanics and installers, electricians, pipefitters, university-trained electric grid engineers, and scientists. We have arrived at these job numbers by modeling the workforce requirements of growing startups in the region and provided the new investment in validation and support by the EDA.

2. **ClimateReady Infrastructure** prioritizes a global \$63B industry of advanced concrete building materials such as ternary cement that reduces emissions by 40%, new forms of carbon-negative sustainable resources products, and ultra-high-performance concrete with high compressive strength and resistance. Although clean cement and concrete have immense value for all buildings, they hold tremendous benefits for coastal communities that use concrete to protect from adverse weather. Led by FIU, with a student body comprised of 85% underrepresented minorities, our Hub will scale at least 60 startups (~80% with a minority background) with the ability to sell into the industry by lowering the cost of production, assisting with validation efforts, and connecting companies with global industry leaders. This project will create ~500 new jobs and reskill another 200, primarily in construction labor and equipment operator jobs.

3. **ClimateReady Coasts** focuses on the global \$21B industry of green-gray artificial reef structures, sea walls, breakwaters, and hybrid reefs featuring heat-resilient corals. These coastal defenses mitigate storm surges while promoting marine biodiversity. Although these technologies

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<sup>1</sup> <https://www.noaa.gov/news/us-struck-with-historic-number-of-billion-dollar-disasters-in-2023>

have been deployed for large corporations and wealthy landowners, a broader scale is essential for communities on the coast and flooding-prone areas, where many underserved communities currently reside. With the ability to mitigate storm damage in the United States by billions of dollars annually, our Hub will work with 50 startups to conduct in situ demonstrations, improve unit economics, and link firms to large corporations bidding for federal and commercial procurement work. With support from the IUOE Local 487, this project will help create nearly 7,000 new jobs by 2034, including manufacturing, installer, 3D printing fabricators, and diver jobs. These jobs will arise by new permitting and the construction of new coastal installations throughout the region.

Collectively, these three groups of technologies are the product of decades of federal R&D investment and are all ready to scale broadly. Without the Hub, it could take decades more for the market to address these barriers. While significant activity exists in the climate startup community, the industry needs a hub to validate the technology and convene the critical mass of industry partners to grow. These technologies can scale to the global market in five years and set the stage for new climate technologies to emerge within the decade, **supporting over 150 startups and producing over 23,000 green jobs.**

South Florida is ready to meet the moment. South Florida is home to 6.2M people and among the world's most diverse city, with a minority population of 70%.<sup>2</sup> We have one of the nation's fastest-growing venture communities, raising over \$5.8B in 2022. We have 150 Foreign Consulates and strong ties to international markets. We are also home to a significant amount of early-stage climate-tech innovation, with over 2% of all US patents in climate tech over the past five years coming from South Florida. South Florida already has more than 34K workers in climate-technology verticals related to our Hub, with the ability to double these numbers with an investment from EDA.

Because of our strategic importance as a global logistics hub and the presence of several critical military installations, the Department of Defense (DoD) has a longstanding investment interest in our region and has significantly funded local university-based marine energy and coastal resilience research.. Publicly traded HEICO Corporation, an innovative defense contractor and hub supporter, is based in the region and hosts numerous DoD resilience-related investments, notably DARPA's Reefense program and multiple US Army Corps of Engineers projects. To strengthen these investments, the South Florida Defense Alliance has committed to supporting the creation of ResWERX, an initiative to build resilience programming and support for dual-use companies linked with our nation's warfighters. Letters of support from the DoD's National Security Innovation Network, its Defense Innovation Unit, the Florida Defense Alliance, and the American Security Project highlight the national security opportunities linked with hub investment.

Outcomes. An investment in the Hub will generate ~23K direct jobs, with a multiplier effect to bring an overall employment impact to 60K. These jobs—"good jobs" for construction laborers, electricians, HVAC mechanics and installers, and divers— will have a mean salary of \$83k, adding \$41B to the region's GDP. More than 75% of these new jobs do not require a four-year degree.<sup>3</sup> Our workforce component project expects to train 2,800 individuals, 80% from historically marginalized communities, and provide wrap-around services to 700 people. 150 startups will receive demonstration and validation services, while 500 will receive technical assistance.

Promoting climate resiliency through community-driven action. Recognizing that historically marginalized communities are already disproportionately affected by extreme weather conditions,

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<sup>2</sup> <https://worldpopulationreview.com/world-city-rankings/most-diverse-city-in-the-world>

<sup>3</sup> Job Posting Analytics analysis by Lightcast in Q1 2024 for South Florida

those communities must have an active role and structural voice in helping the region avoid the worst impacts of climate change and enjoy the benefits of a more resilient economy.

Today, one third of our Hub's population is considered low-income. In our targeted workforce development census tracts, the average wage is \$24k, and the unemployment rate is approaching 45%. A rampant 70% pay gap exists between Black & Hispanic women and their white male counterparts. Meanwhile, 50-90% of job postings in positions where the Hub is investing are unfilled. Our Hub will fail if we cannot fill the positions created. It is imperative that we address systemic gaps. This is why our Hub has been proactively weaving equity into every aspect of our activities. We are intentionally centering communities historically marginalized in choosing the partners with whom we work and identifying the initiatives we pursue.

We have over 50 diverse community organizations communicating educational resources and career opportunities to underserved neighbors. We target at least **15,100 of our newly created positions to be occupied by underrepresented individuals** in the green economy, including women and people of color. Working with IUOE 487, an estimated 10% of workers are expected to be represented by building and trades unions.

The Consortium's members represent South Florida's diverse communities, and local leaders of color have been the primary direction-setters for the Tech Hub initiative from the beginning. Of the Consortium, 56% of the members and partners are led by a leader of color. Women of underserved backgrounds lead 50% of our component projects. Consortium members and partners represent organizations with a diverse view of climate justice, including Catalyst Miami, which focuses on neighborhood activism, and Maroon League, a group of 27 black community-based organizers specializing in economic equity. Our Consortium table will be as diverse as the community we serve.

Equity goes beyond a diverse workforce. In our entrepreneurial support vertical, "super conveners" such as the Allapattah Collaborative CDC have engaged with the Hub to help launch 50 new climate tech startups from diverse founders who are primarily LMI Afro-Latino and committed \$3M in growth capital. Refresh Miami has 13k members and a longstanding history of convening women founders. They have engaged with the Hub to promote gender equity and track climate startups. As one of the most diverse regions in the country, we will ensure that our founders reflect the composition of our community.

Many of our technology demonstrations are located in prominent convening places for underserved communities, including on the Miccosukee Native Nation, at Florida Memorial University. This will help ensure that underserved communities are among the first communities to gain access to new technologies and create awareness for opportunities in climate-related fields.

While this is all a fine start, our Hub must continue efforts to address generational systemic gaps. We will continue to bring new voices to the table, connect to underserved communities, and evaluate where we can improve to ensure shared prosperity among all stakeholders. If not, our talent gap will widen, and the Hub will not reach its full potential.

**WORKING WITH LABOR.** A significant contributor to the Hub's vision is the International Union of Operating Engineers (IUOE) 487, which has 1500 members. The IUOE conducts workforce development programs and training around Everglades restoration and building pump stations with the Army Corp of Engineers. Through the Hub, their apprenticeship programs will be expanded, and their policy expertise will be leveraged in developing new safety standards.

**SCALING CLIMATE TECHNOLOGIES.** We have identified three cross-cutting component projects to foster ecosystem development and interconnectivity and three vertical technology projects to catalyze the deployment of scale-ready climate technologies:

**1. Catalyze ClimateReady Collaboration (Governance).** Enhance the capacity of regional governance that has recently broken down silos within the climate and capital ecosystem to foster collaboration between government, climate justice advocates, startups, corporations, capital partners, and academia.

**2. Policy Innovation & Entrepreneurship.** Establish greater connectivity with regulators and quad-county policies to accelerate climate technologies, focusing on overcoming governmental barriers to adoption by convening capital partners and providing technical assistance.

**3. Equitable Workforce Development.** Provide high-paying job opportunities to underserved populations, offering pathways to diverse groups towards upward mobility through certifications, training, and apprenticeships, supplemented with wrap-around services.

**4. ClimateReady Infrastructure.** Scale technologies to protect built and natural environments in low-lying areas, specifically focusing on marginalized populations most affected by extreme weather events.

**5. ClimateReady Coasts.** Expand coastal product demonstration facilities along South Florida's coastline for green-gray artificial reef structures, seawalls, and breakwaters. Provide consolidated validation services and assist companies in capturing additional market share.

**6. ClimateReady Energy Efficiencies.** Demonstrate and validate affordable energy solutions tailored for subtropical climates, enhancing performance, sustainability, and reliability and ensuring access for marginalized populations.

This collective effort will form a dynamic innovation ecosystem, attracting top talent and resources to South Florida. While some of these functions are currently occurring in our ecosystem, individually, these organizations act in a vacuum. As interconnected and complementary projects with unified governance, they will collectively elevate the region's culture of innovation, establishing it as a hub for groundbreaking developments, building a sustainable framework for commercialization, and accelerating immediate opportunities.

**CONSORTIUM MEMBERS AND PARTNERS.** The Hub comprises 31 full consortium members and 28 hub partners from diverse backgrounds committed to a single vision of the equitable commercialization and scaling of climate-ready technologies.

Consortium Members		Hub Partners
<b>Government</b>	Miami-Dade County (lead), City of Miami, Broward County, Miccosukee Tribe of Indians of Florida	Monroe County, Palm Beach County, City of Miami Beach, City of Lake Worth Beach
<b>Higher Education</b>	Florida Atlantic, Florida International, Miami Dade College, Nova Southeastern, Univ of Miami, Florida Memorial	Northeastern (Miami), College of the Florida Keys, Barry University, University of Florida
<b>Industry</b>	1Print, Blue Frontier, Carbon Limit, MasTec, Titan Florida, Watsco, Mangrove Contracting, Facade & Envelope	Florida Power & Light, I Squared, Merrimac Ventures, Mission One Capital, JLL, Black & Veatch, AME Power
<b>Economic Development</b>	Ken Griffin/Citadel, Knight Foundation, South Florida Regional Planning Council, Miami-Dade Innovation Authority, South Florida Defense Alliance, Alapattah CDC, Seaworthy Collective	Beacon Council, eMerge Americas, Greater Fort Lauderdale Alliance, Marine Research Hub, Techstars, Ocean Exchange, LARTA
<b>Workforce</b>	IUOE 487, Miami Tech Works, OIC of South Florida (OIC-SFL)	CareerSource, CodePath
<b>Other Orgs.</b>	Southeast FI Regional Climate Compact, Miami Waterkeeper	Maroon League, Refresh Miami, Frost Science Museum, Catalyst Miami

State Support. The Hub fostered strong relationships with the State of Florida. Housed within the Governor's Executive Office, the Florida Statewide Office of Resilience (FSOR) sets the strategic direction for interagency initiatives to minimize the flood vulnerability of critical assets. The Office is an advocate for the Hub and an ally in providing technical guidance to local governments.

Formal Federal Support. Bipartisan federal excitement and support are high. National Oceanic and Atmospheric Administration (NOAA), the DoD's National Security Innovation Network (NSIN), and the DoD's Defense Innovation Unit (DIU) have provided letters of support.

**GOVERNANCE BUILT FOR SUCCESS.** The Hub has developed the foundation for robust governance across its consortium members. Although there are many stakeholders around climate in South Florida, no individual organization has the mandate or reach to convene the entire innovation lifecycle needed to commercialize community-level climate technologies.

The Miami-Dade County Innovation & Economic Development Office is responsible for the Hub's governance. The County has committed at least 60 hours of weekly staff time since designation and will continue to do so by employing the Regional Innovation Officer (RIO) and climate manager. Partners' networks will act as super-conveners, engaging a vast network of diverse groups required for an equitable and scalable hub. Working with an eight-member Steering Committee, the Hub will drive top-level decisions and oversee thematic working groups of key stakeholders, conveners, and other subject experts in our Consortia to ensure accountability and continuous improvement.

We will apply lessons and the POWER framework (a research-based governance model aligned with best practices through partnership structures, oversight and decision-making, workflow management, evaluation, and resourcing) to our governance model, which we describe in greater detail in the governance component project. The Hub is focusing on providing agency to traditionally underrepresented community voices. Driving equitable outcomes will be a primary focus of the Hub and its governance model, emphasizing ensuring the integration of underserved communities into our strategy and operations.

**OUR PARTNERS' COMMITMENTS.** Since being designated a Tech Hub, we have engaged stakeholders throughout the community to gather around our vision. We now have monetary and in-kind commitments of over \$16M from partners, growing by the week. Our partners have committed to deepening connections in five areas throughout the innovation cycle, from local talent development to global commercialization:

1. Preparing the workforce of the future. A unique strength of the Hub is our investment in the people who will drive the future of climate technologies. Focusing on education and training within existing communities allows the Hub to meet participants "where they are," and these new education pathways can enable individuals who are just starting, those who are upskilling, and those who are reskilling to advance their careers in highly paid green jobs. We are working with consortium partners to create new certifications, educational pathways, and training opportunities to **train 2,800 individuals, including at least 80% from historically marginalized communities.**

In further commitments, Miami-Dade College, which serves the highest number of minority students in the nation, and Northeastern University have committed to the establishment of a new non-profit organization—the Urban Coastal Resilience and Sustainability Academy—which will include targeted coastal resiliency workforce development programming for Miami Dade County high school students and Miami Dade College students. Additionally, the Museum of Discovery and Science and the Frost Museum of Science have each committed to providing new sustainability-themed content to build K-12 students' interest in STEM career paths, offering fiscal

commitments of a combined \$2.1M. Each year ~1.1M people visit these museums, many of whom receive discounted or free admission to enable engagement with underserved communities.

2. Promoting high-quality jobs for our existing workforce. The Hub is also committed to expanding opportunities for the existing workforce across multiple efforts. First, we will expand EDA's Good Jobs recipient Miami Tech Works, which implements the research-based approach Talent Pipeline Management ® framework, into climate tech and provide on-the-job training for workers on large-scale demonstration projects.

The Hub's partners have also committed to building capacity for organizations that support underrepresented communities. As part of that commitment, these partners will provide wraparound services to participate in job-training efforts through providers such as the OIC of South Florida, Miami Dade College, and YWCA South Florida. We expect 700 participants to receive wraparound services. Additionally, the Miccosukee native nation has committed to expanding youth programming services, pre-apprenticeship, basic adult education, wrap-around services, and training stipends at their location, planning to reach 150 participants over five years. Individuals will also have access to local resource centers that leverage collaboration with community providers and governmental agencies to remove barriers associated with wealth creation, such as financial literacy, emergency financial assistance, and housing support.

The Hub intends to work with large employers to create new jobs and hire locally. Watsco, for example, is the nation's largest distributor of HVAC equipment and has committed to collaborating on developing new specialized training, upskilling, and certificate programs, access to our training facilities, and job placement support. Today, we have identified over 11,000 active postings from organizations such as MasTec, Titan, Cemex, Black & Veatch, HEICO, and others. While we are still collecting commitment letters, all consortium and partner companies have agreed to engage in workforce roundtables and work with the universities to develop pipeline programs to provide quality job opportunities and education to populations traditionally left behind.

3. Capital access and mentorship. Although South Florida is among the fastest-growing venture capital markets, silos exist among our emerging climate startup communities and large capital partners. Patient capital is required to grow startups in capital-intensive climate technology, and the overall understanding of the market is still in its infancy.

Leading capital partners have made commitments to work with small businesses within our supply chain and high-growth startups for mentorship, capital access, and procurement opportunities. This network of funders will assist firms throughout their journey, from ideation to global distribution. On the early end, we have commitments from an early-stage seed accelerator, Seaworthy Collective, with 2,250 global members, creating a specific track to assist with the commercialization of startups in our Hub verticals following grants from the SBA and NOAA. At the later stage, I Squared Capital (a hedge fund with \$38B AUM) dedicated \$900M for climate infrastructure projects earlier this year and has committed to reviewing companies in the Hub's programs for investment.

Two organizations representing the largest companies in the State, Florida Council of 100 and Partnership for Miami, have committed to mentorship and the amplification of Hub technologies. Represented by C-level executives across the region, these groups represent over 140 firms. Finally, the Venture Mentoring Team, which partners with university startup programs and community partners, including the National Science Foundation's Mid-south I-Corps Hub, has committed to providing mentoring services valued at \$960,000 at no charge over the five years of this project.

**4. Demonstration + testing.** To de-risk climate technologies and improve time to market, the Hub's partners have made numerous commitments to provide space, facilities, and regulatory support. For example, the coastal project requires an array of specialized production infrastructure and facilities, including coastal testing facilities, production launchpads, a fabrication site collective, and professional services for fabrication designed to scale production capabilities.

Through new commitments with UM (which has agreed to open up its "Sustain Tank" for demonstrations), UF (which has agreed to support technologies in pre-permitted sites extending demonstration environments to the Gulf Coast), and FIU (which will establish a legal framework for startups to use its "Wall of Wind"), the Hub will enable pilots of products by startups that show promise but have faced challenges during attempts to scale. Similarly, multiple large real-estate owners in the region have agreed to provide over 1,000 vacant apartments for testing energy-efficiency building technologies within the next five years.

The Hub has also identified demonstration sites likely to raise awareness of climate technologies. For example, the Underline, the largest linear park in the United States, has agreed to deploy clean concrete produced by the Hub. Additionally, the Miccosukee Tribe has agreed to demonstrate the efficacy of a revolutionary AC system, which combines dew-point-style sensible cooling with liquid desiccant dehumidification to reduce electricity use by up to 90%. This revolutionary AC system is an example of where existing regulatory frameworks have needed to catch up with emerging technologies because current regulations require minimum compression standards and, unlike traditional AC systems, this technology requires no compression.

**5. Commercialization + distribution.** Once technologies have been proven successful, the critical task of scaling the technology globally remains. To meet this need, the Hub has identified partners with global reach and will pair them with companies with proven technologies ready to scale. For example, consortium member AME Power provides electrical conversions on mass transit and has committed to a \$1 million investment toward creating new jobs and demonstrating its technology. In 2023, Ame's owner received an SBA Small Business Persons of the Year award, and today Ame's technology is prepared to scale.

To support companies like AME, the Hub will leverage partnerships with other consortium members that have already achieved global scale. For example, the TITAN Group, a publicly traded producer of cement and building materials, produces 27 million metric tons of cement annually and employs over 5,500 people. In support of the Hub, TITAN has agreed to allow consortium members to use excess plant space for production, manufacturing, and validation. MasTec, the largest minority-owned engineering firm in the United States, has agreed to partner and mentor members.

**OVERCOMING EXISTING BARRIERS AND CONSTRAINTS.** Through interviews with entrepreneurs, industry leaders, and subject matter experts to test concepts in our Phase I application, the Hub has been designed to overcome the following barriers and constraints:

**1. Complex Regulatory Markets.** The regulatory landscape for climate technology is stunted by non-standardized codification and protracted permitting processes across various levels of government. The Hub proposes a regulatory sandbox that simplifies these processes, allowing businesses to operate across multiple jurisdictions and accelerating project implementation.

**2. Fragmented Innovation Ecosystem.** Startups are commonly isolated, and intellectual property is often confined within university settings. To counter this, we will leverage existing industry space and bring expert conveners to support in-person meetups and real-time

collaboration. This will empower existing startup organizations to bridge community gaps, provide better education about resources, add community navigators, and strengthen founder connections.

**3. Insufficient Alignment and Collaboration.** Given the diverse needs of our communities, maintaining alignment across technology verticals and sectors is a persistent challenge. To overcome this, we must align local municipalities with technical assistance and create a more cohesive environment where governments, academia, and industry can collaborate effectively.

**4. Challenges in Capital Markets.** Despite significant regional venture capital, only \$137M was invested in the climate vertical in 2022. MDIA will convene regional angel and venture capitalists actively investing in our technology thesis and create syndication opportunities for startup companies. This will result in greater access to education in private markets, infrastructure funds, debt, and government financing.

**ENSURING AFFORDABLE HOUSING.** Readily affordable housing is a concern in South Florida. Miami MSA has the highest percentage of households moderately or severely cost-burdened among peers, which disproportionately impacts our Hispanic, Black, and recent immigrant population. Already, Miami-Dade County has a shortage of ~160K affordable housing units across rental and home ownership. According to the South Florida Regional Planning Council's models, another ~2,800 housing units/yr will be needed to address the Hub's impact.

It is essential to note that the technologies being commercialized here reduce the cost of housing. Our energy vertical will commercialize technologies that reduce the energy burden in residential apartments. Our infrastructure vertical is pioneering new forms of cement designed for residential structures to improve the resiliency and affordability of housing stock. Finally, enhanced coastal defenses benefit from reducing insurance premiums, a significant burden to make more housing affordable. Leaders in our four-county region are keenly aware of the issue and have various efforts to implement regional housing plans. Climate adaptation technologies must be commercialized and scaled for those plans to succeed.

**PROGRESS SINCE PHASE ONE.** Since the Phase One award in October 2023, the consortium has worked diligently to ensure we can hit the ground running. Miami-Dade County has provided +60 hours of weekly employee commitment dedicated resources to help stand up the Hub. Over 70 stakeholders have participated in weekly meetings related to the Hub's development, and over \$16M of new commitments have been made. In late 2023, the Hub launched the "South Florida's Climate Tech Ecosystem" database by collaborating with Miami-Dade County and Opportunity Miami. This database grows daily and includes 300+ individuals and organizations working on climate solutions. We have also forged new relationships thanks to our designation. The Hub has welcomed the Miccosukee Tribe, a resilience leader that continues to drive the effort for water and Everglades protection, into the consortium. This has resulted in a new partnership for demonstrations with our most promising startups. Similarly, the Underline has made new commitments to buy local, clean concrete. New folks are sitting around the table, meeting and cultivating new relationships.

**ACHIEVING MEASURABLE OUTCOMES WITHIN 5 YEARS.** Investing in the Hub will be transformational for South Florida, the subtropical regions of the United States, and the world. Our North Star goals will be quantified, measured, and publicly reported to demonstrate our commitment to transparency and process improvement and include an estimated **23,000 jobs with salaries above the prevailing wage and a new workforce comprised of over 50% underrepresented individuals, 500 firms receiving technical assistance, resulting in over \$250M in new growth**



**investment**, and a **\$6.4B increase** in the gross domestic product by consortium partners, commercializing subtropical innovation throughout the world. We expect to **train 2,800 individuals, 80% from historically marginalized communities**, and provide wrap-around services to 700 people.

To achieve these goals, we have developed interim goals over a 5-year timeline. Collecting timely quantitative and qualitative measurements will be critical for our Hub's continuous performance to meet and exceed our goal:

Project	Yr 1 & Yr 2	Yr 3 - 5	North-Star Metrics	KPI
Governance	-Codify operating procedures -Establish metrics and reporting	-Ensure financial stability -Recommend continuous improvements	# Northstar metrics obtained	Financial stability
Coastal	-Pre-permit more than 20 sites -Convene 8 of 10 industry players	-+50 startup demonstrations -Capture 10% market share w/ Hub technology	# demonstration # firms assisted	# miles of new coastal defenses % underserved founders
Energy	-Ready sites for commercial and residential demonstration	-+40 startup demonstration -\$500M in sales of Hub technology	# demonstrations \$ energy cost savings	% market share
Cement	-Establish legal documentation for university validation -Ready startup cooperative agreement	->60 startups -Reduce xxxxxx lbs of CO2	# firms assisted # lbs produced	% market share \$ new revenue for tech
Workforce	-Finalize agreements with industry -Complete university agreements	-Provide training to +2,800 job seeks -1,800 Placements	# Placements Placement wage & mobility	% underserved individuals
Entre. & Policy	-MOUs with partners -Convene government stakeholders	-Support >150 startups -Adoption of new regulations	# startups assisted \$ new growth capital	# introductions # adoption of sandbox policy

**SUSTAINING SUCCESS AFTER 5 YEARS.** A diversified funding strategy will enhance financial sustainability post-EDA investment. Emphasis will be placed on building long-term partnerships with philanthropic organizations, government agencies, and industry leaders to secure stable funding streams. Since announcing the Tech Hub opportunity, our Hub has raised \$2.25M from major philanthropic institutions for organization and startup efforts. We have engaged over 70 partners and received over \$16M in new commitments in the last three months. We are confident in our roadmap to achieve global competitiveness while being fiscally stable.

As one of the country's most significant growth capital ecosystems, the Hub has only explored a few opportunities. Additionally, we are exploring opportunities for fee-based services, leveraging our expertise in technology demonstration and piloting to attract public and private clients. These activities will be guided by a Chief Development Officer, who will be onboard in Year three and will support the Hub's efforts to ensure sustainability as market needs evolve.

**CONCLUSION.** South Florida is uniquely positioned to become the global leader in technologies that allow our community to adapt to the country's most prominent threat – extreme weather. We have a vision of shared prosperity. An EDA investment can dramatically reduce the time it will take to deploy community-level climate technologies and reduce the impact of climate change. As the United States and the world look for solutions, the investment in South Florida will ensure that the ClimateReady Tech Hub is in place to deliver.

**Catalyze ClimateReady Collaboration: Governance Component Project**  
**Project Lead: Miami-Dade County**

**INTRODUCTION.**

**Key challenges.** The South Florida region has experienced several challenges in commercializing climate technologies at scale. This is primarily due to a complex regulatory ecosystem, fragmented innovation ecosystem, and capital markets that do not prioritize investments in climate technologies. Importantly, there is no single organization in South Florida with the mandate, resources, or convening power required to develop the innovation ecosystem capable of solving these challenges and transforming the region into a global center for community-level climate technologies that combat extreme heat, rising sea levels, catastrophic weather events, and more. While powerhouse regional conveners such as the Southeast Florida Regional Climate Change Compact<sup>1</sup> (the Compact) have effectively assembled local government, academia, and community organizations to reduce emissions, implement adaptation strategies, and make the [business case for resilience](#), this work has not translated to the economic activity and private sector investment needed to move the needle. As a result, our research indicates this results in a gap of over \$6B in our local economy and missing out on tens of thousands of jobs.

**Opportunities.** Build connective tissue between value chain partners. With EDA funding, the ClimateReady Tech Hub (the Hub) can fill this gap by building necessary connective tissue between key players across the value chain. The Hub will do so by bridging the gaps across sectors, bringing together (1) academic partners and early-stage startup ecosystem players; (2) growth-stage startups and industry; and (3) industry and governmental and regulatory bodies. The Hub's governance model will ensure this is achieved at fidelity. The Hub – which is slated to become self-sustaining and not rely on federal funding by year six – has already begun aligning resources for place-based economic development, including from its Consortium, which provides for robust industry representation with partners such as FPL, Watsco, Titan America, and I Squared Capital.

Led by the Miami-Dade County (MDC) Office of Innovation & Economic Development (OIED), the Hub has designed an operating model enabling unprecedented region-wide collaboration. In alignment with its commitment to continuous learning and research-driven best practice, the blueprint for the Hub is modeled on public-private partnerships that have previously succeeded in accelerating commercialization of technologies that solve local challenges, such as the Miami-Dade Innovation Authority (MDIA).<sup>2</sup>

The opportunity to drive resilience and global competitiveness in response to our pressing climate challenges has galvanized regional cross-sector and community support for the Hub. This support - including \$2.24 million in initial philanthropic grants - enabled the Hub to establish its governance model after its designation. The Hub is now developing a governance model to ensure it achieves its goals while promoting transparency, accountability, and equitable outcomes. This governance model will be based on the evidence-based POWER framework, which includes the following five key elements: (1) partnership structure; (2) oversight and decision-making; (3) workflow management; (4) evaluation, reporting, and communications; and (5) resourcing and sustainability.<sup>3</sup>

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<sup>1</sup> Southeast Florida Regional Climate Compact is a Hub Member and is currently developing a regional greenhouse gas reduction plan leveraging CPRG funds awarded in 2023.

<sup>2</sup> MDIA is a Hub member and Component Project lead for Policy Innovation & Entrepreneurship. from Citadel, Miami-Dade County, and Knight Foundation contributed \$1 million each to found the organization:  
[https://www.miamidade.gov/global/release.page?Mduid\\_release=rel167469418618746](https://www.miamidade.gov/global/release.page?Mduid_release=rel167469418618746)

<sup>3</sup> Francesca Ioffreda, Joseph Parilla, and Glencora Haskins, "A Governance Framework for Regions Competing for Tech Hubs and Other New Federal Investments" (Brookings Institution, December 20, 2023),

Drive inclusive economic growth to unlock commercialization. The Hub's governance model prioritizes the meaningful inclusion of underserved communities across its strategy and operations to ensure equitable outcomes. As a result, the Hub will be positioned to develop diverse talent pipelines that reduce labor shortages<sup>4</sup> (50-90% of jobs where the Hub is investing are unfilled), increase companies' competitiveness, support the scaling of critical technologies, and increase economic mobility across underserved groups.

According to the Environmental Protection Agency, non-white communities are most likely to "live in areas where the highest levels of climate change" will occur "with 2°C of global warming or 50 cm of global sea level rise," and those with lower than median income "are approximately 25% more likely" to live in areas with the "highest projected losses of labor hours due to increases in high-temperature days with 2°C of global warming."<sup>5</sup> The Hub has leveraged this and other research to identify several underserved geographies, including neighborhoods with the highest racially and ethnically concentrated poverty,<sup>6,7</sup> that have not equitably benefited from South Florida's economic prosperity to date, including Miami Gardens, Liberty City, Oakland Park, Riviera Beach, and Dania Beach. Further, climate gentrification trends continue to threaten vulnerable communities located in historically Black areas that are seen as desirable for private development given their flood resistance and proximity to the downtown core.

Therefore, under this governance model, the Hub will implement an Equity Action Plan to proactively engage underserved communities that have been historically disenfranchised and ensure they meaningfully inform its strategic priorities, resource allocation, policies, and performance management. The core elements of this plan are: (1) transform facilities in underserved areas into demonstration and training sites; (2) leverage partners' networks as "super-conveners" to aggregate and integrate community perspective directly into decision-making; (3) conduct community events that bring together a diverse range of perspectives; (4) provide wraparound services to reduce barriers to participation in key workforce development programs; (5) conduct targeted marketing with partners such as the Black-Owned Media Alliance (BOMA) to increase awareness of the Hub's activities and programs; and (6) ensure the Hub's data and evaluation framework produces actionable privacy-first insights on its impact in underserved communities (e.g. jobs created and retained, capital allocated to underserved geographies and entrepreneurs, etc.). As part of its governance responsibilities, the Hub's Steering Committee will ensure this Equity Action Plan is implemented at fidelity, including through a robust impact and evaluation framework.

**PROJECT DESIGN & SCOPE.** Given the diverse stakeholders needed to succeed, the Hub will deploy a robust operating model to include diverse inputs, effective decision-making, and robust

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<https://www.brookings.edu/articles/a-governance-framework-for-regions-competing-for-tech-hubs-and-other-new-federal-investments/>, December 12, 2023.

<sup>4</sup> As noted in our workforce narrative, South Florida's cities are among the world's most diverse, with a 70% average minority population. The region is also one of the nation's fastest-growing venture communities and hosts critical large-scale climate-tech employers. South Florida already has more than 34,000 workers in climate-technology and has the ability to double these numbers with an investment from the EDA. Green occupations most in demand today have a significant gap between demand and supply (50-90% of job postings are unfilled). The Hub aims to link the climate tech opportunities represented by the three technology verticals and South Florida's potential workforce for high-quality green jobs.

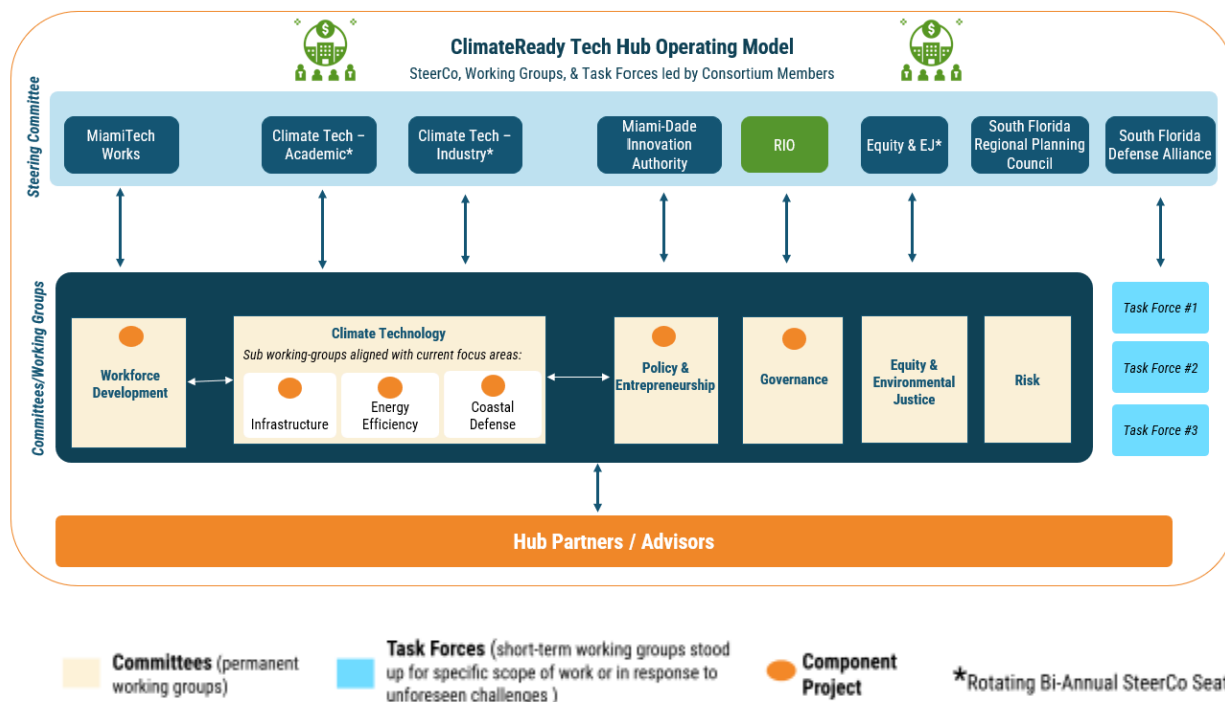
<sup>5</sup> U.S. Environmental Protection Agency (EPA), "EJScreen Report: Socially Vulnerable Populations in the United States" (2021), <https://ejscreen.epa.gov/mapper/>, accessed December 12, 2023.

<sup>6</sup> Racially and ethnically concentrated areas of poverty are defined as having a non-white population of at least 50% and at least 40% of individuals living at or below the poverty line, or 3x the poverty rate of the average census tract in the MSA.

<sup>7</sup> Climate and Economic Justice Screening Tool, "Communities are identified as disadvantaged if they are in census tracts that are at or above the 90th percentile for energy, climate change, housing, pollution, water and wastewater, workforce development and are at or above the 65th percentile for low income," accessed December 12, 2023, <https://screeningtool.geoplatform.gov/en/>.

accountability, as described below. The following sections outline how the Hub will leverage the POWER framework for effective governance.

**Partnership Structure & Operating Model.** Our Consortium is as diverse as the community we serve. Of the existing 31 Consortium members and 27 partners, 56% are led by a leader of color. Women of underserved backgrounds lead 50% of our component projects. Consortium Members comprise the core governing body and collaborate with Hub leadership on driving Hub-wide strategy and operations, including by helping to lead component projects. Members also commit key resources required to undertake projects and remain accountable over specific milestones across the project duration. Along with members, strategic partners maintain visibility of the Hub’s progress in implementing its priorities and provide strategic guidance, subject-matter expertise, and in-kind contributions.



**Oversight and Strategic Decision-Making.** As the lead for the Hub, the MDC OIED drives the development of a cohesive, scalable, and equitable regional innovation ecosystem by (1) convening the Consortium, which is representative of the region’s four counties<sup>8</sup> and includes a diverse cross-sector range of expertise and resources; and (2) managing the Hub’s governance. As part of its governance responsibilities, the MDC OIED also leverages existing and new partnerships to facilitate regional cohesiveness, ensures compliance with federal and other requirements, partners with the EDA on effective grant administration, and employs the Regional Innovation Officer (RIO), among other activities.

The RIO is Francesca de Quesada Covey, who also serves as MDC’s Chief Innovation & Economic Development Officer and has a demonstrated track record of building strong public-private and other strategic partnerships at the White House and subsequently at one of the world’s largest technology companies. EDA funding will enable the Hub to expand the RIO’s capacity by hiring full-time employees that will support the Hub’s oversight and manage day-to-day operations under the RIO’s leadership.

<sup>8</sup> Miami-Dade, Broward, Palm Beach, and Monroe Counties

To drive effective governance, the Hub established a Steering Committee chaired by the RIO and charged with broad oversight of the Hub. The eight-member committee covers the thematic verticals integral to achieving the Hub-wide vision of building and scaling globally competitive climate technologies that drive equitable outcomes: workforce development, policy innovation & entrepreneurship, climate tech (academic), climate tech (industry), equity & environmental justice, regional economic development, and national defense.

The Committee's key responsibilities include (1) setting the Hub's strategic priorities and approving related implementation plans; (2) overseeing committees, component project working groups, and task forces; (3) approving external marketing and communications campaigns; (4) facilitating cooperation and collaboration across a diverse range of stakeholders; (5) appointing leaders for working groups and collaborating with those leaders on developing measurable goals; (6) monitoring Hub-wide progress and providing strategic guidance to overcome obstacles, as needed; and (7) developing a budget and fundraising plan to ensure financial sustainability.

Over the next several months, the Steering Committee will meet with key partners and regional stakeholders to further develop its governance model, including priorities such as (1) developing a data-driven dashboard to measure Hub-wide performance and outcomes; (2) establishing information-sharing and workflow expectations and procedures designed to drive performance, continuous learning, and data-driven decision-making; (3) developing a formal decision-making framework, quorum requirements, voting thresholds, and a dispute resolution mechanism; (4) developing protocols for when to launch and sunset working groups; (5) finalizing a Hub-wide logic model with measurable outcomes; and (6) codifying its operating model via signed memoranda of understanding (MOUs) that ensure clarity of roles and responsibilities, transparency, and accountability.

**Workflow Management.** The RIO will collaborate with the Hub's members and partners to establish information-sharing, workflow expectations, and procedures that drive performance, continuous learning, and data-driven decision-making. To drive synergy and cross-functional collaboration across projects and stakeholders, the Hub will leverage the following tools and strategies across all component projects: (1) a project management system such as Asana to drive visibility, accountability, and ownership of key tasks; (2) the DACI decision-making framework to ensure clarity of roles and responsibilities across team members and enhance overall effectiveness; (3) a third-party grant evaluation service to ensure compliance with EDA and other funder requirements; (4) software tools such as Salesforce to track and comprehensively analyze large data sets; and, (5) best practices per meeting structures and cadence to support continued progress in implementing key initiatives.

**Evaluation, Reporting, and Communications.** The Hub, in collaboration with community partners, will develop an evaluation framework to track and report impact, with a focus on measuring the extent to which underserved communities are equitably benefiting from the Hub's outcomes, including as it relates to access to new jobs created, capital, and other investments. The Hub will assign a full-time data analyst to track critical metrics across component projects, including by (1) collaborating with component project leads to develop key performance indicators (KPIs); (2) creating and maintaining an internal data dashboard to ensure transparency, accountability, shared visibility across leaders and stakeholders, and data-driven decision-making; (3) ensuring at least quarterly comprehensive progress assessments in partnership with the Steering Committee; and (4) hiring a third-party grant evaluator. The Hub will leverage enterprise software to track impact and evaluation metrics and other key data, including data for effective

oversight of the Hub's financial sustainability, compliance with relevant rules and regulations, and community engagement.

The Hub will also develop a robust internal and external communications strategy to increase awareness of its work and advance other crucial objectives. This strategy will include operating a public-facing website and social media platforms, publishing an internal newsletter, executing a sustained earned media effort, launching a digital marketing campaign, and positioning Hub leaders for media and conference engagements to showcase the Hub's activities, accomplishments, and community engagement opportunities. The budget reflects hiring an external public relations firm to lead these efforts.

Outreach efforts will engage underserved communities through minority-focused media outlets that engage diverse audiences, including Black, Spanish-language dominant, and Haitian-Creole-speaking populations. These outreach efforts will drive general awareness of the Hub, showcase consortium industries, increase the visibility of workforce opportunities created by the Hub, and drive additional investment.

**Resourcing and Sustainability.** With oversight from the Steering Committee, development personnel will develop a 10-year budget and related fundraising strategy designed to position the Hub for long-term financial sustainability. In the first two years, 100% of funding will come from federal grants. By year six, however, the Hub aims to no longer rely on federal dollars and be entirely self-sustaining, with no more than 20% of funding anticipated from any single source. Long-term financial sustainability will require expertise in grant writing, relationship building with philanthropic organizations and corporations, and leveraging in-kind contributions, pro bono consulting, and other resources from Consortium partners. EDA funding will enable the Hub to develop a staffing model that meets this need by hiring partnerships and development personnel to cultivate relationships with and generate revenue from individual donors, venture capital, other industry leaders, and philanthropy, starting in year two. With dedicated capacity, the Hub is confident in securing additional funding, given its mandate and strong relationships with the region's key capital allocators.

The Hub's member and partner MOUs will also ensure long-term sustainability by propagating a Hub-wide understanding of and accountability to strategic priorities, operating principles, and processes. These MOUs will enable partner-level capacity building and insulate against risk from leadership transitions and political cycles. Lastly, Hub leadership will continue prioritizing the cultivation of authentic local relationships and community champions required for lasting equitable outcomes.

#### **EXISTING RESOURCES, ASSETS, AND PARTNERS.**

Since the Phase One award in October 2023, the Consortium has hit the ground running. MDC has provided 60+ hours of weekly employee commitment and dedicated resources to help stand up the Hub. More than 70+ consortium members and partners have participated in weekly meetings related to the Hub's development; over \$16 million of new commitments have been made. In collaboration with Opportunity Miami, the Hub also launched the [South Florida's Climate Tech Ecosystem](#) database, which includes 300+ individuals and organizations working on climate solutions and grows daily.

Our designation has also enabled us to forge critical new relationships with exemplary "super-conveners" whose leaders will fill the Equity & Environmental Justice Seat on the Steering Committee, rotating. For example, the Hub has welcomed into the Consortium the Miccosukee Tribe. This resilience leader continues to drive the effort for water and Everglades protection, as well as the Alapattah Collaborative CDC (ACDC), which brings extensive experience supporting

entrepreneurs from historically disinvested communities in Allapattah. Maroon League, a coalition of 27 Black CBOs, has partnered with the Hub and is committed to helping ensure their community members integrate with the Hub’s strategy and operations.

Our success to date has been driven not only by the above but also by our trusted leadership. Our RIO has led a comprehensive approach to trust-building efforts that have mobilized the region behind the Hub’s vision. These efforts have been bolstered by MDC Mayor Levine-Cava’s trust with numerous community organizations, given her longstanding history as a strong community advocate.

**REPRESENTATIVE MILESTONES & METRICS.**

The Hub’s Steering Committee will collaborate with Hub members and partners throughout the next several months on refining the table below and developing a Hub-wide logic model.

OUTCOMES	YEAR 1-2 MILESTONES	YEAR 3-5 MILESTONES	INDICATORS % AND #
Operationalize governance model to ensure Hub’s operational sustainability	<ul style="list-style-type: none"> <li>• Select and onboard deputy RIO</li> <li>• Hire 2 FTE for Program Management &amp; Data Analysis</li> <li>• Finalize MOUs, Equity Action Plan, and operating model</li> <li>• Complete mapping of governance requirements to organizational functions and fiscal requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Refine governance based on learnings and evaluation</li> </ul>	<ul style="list-style-type: none"> <li>• # of MOU signatories</li> <li>• # of Equity Action plan signatories</li> <li>• Governance performance, quality of communications and member satisfaction (survey results)</li> </ul>
Convene members and partners regularly	<ul style="list-style-type: none"> <li>• Roll-out post-MOU committee structure</li> <li>• Host semi-annual Hub convenings</li> <li>• Maintain active engagement</li> </ul>	<ul style="list-style-type: none"> <li>• Host quarterly Hub convenings aligned with performance reporting</li> </ul>	<ul style="list-style-type: none"> <li>• # of committee meetings held</li> <li>• Meeting attendance (%)</li> </ul>
Incorporate diverse and underrepresented voices in Hub’s operations and decision-making	<ul style="list-style-type: none"> <li>• Roll out neighborhood level outreach (e.g. STEMobile, neighborhood navigators)</li> <li>• Engage 10 community organizations as “super-conveners”</li> <li>• Establish baseline metrics for equity/inclusion</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct annual community needs assessment with CBO partners</li> <li>• Host 4 community engagement events per year</li> </ul>	<ul style="list-style-type: none"> <li>• # of community listening sessions held</li> <li>• # of organizations registered as super conveners (MOU signatories)</li> <li>• Demographic representation across Hub (%)</li> <li>• Equity Action Plan Adherence</li> </ul>
Position ClimateReady Tech Hub as global leader for resilient infrastructure	<ul style="list-style-type: none"> <li>• Procure PR firm and establish external communications channels (e.g website)</li> <li>• Attend and present at three industry conferences per year</li> </ul>	<ul style="list-style-type: none"> <li>• Public quarterly Op-Eds showcasing best practices in place-based economic development for resilience</li> <li>• Implement international communications and development strategy</li> </ul>	<ul style="list-style-type: none"> <li>• PR Campaign reach (# of social media hits by demographics)</li> <li>• Website traffic</li> <li>• # of national media placements</li> <li>• # of international media placements</li> <li>• # of partnerships with relevant industry groups (e.g. Infrastructure, HVAC)</li> <li>• # of paid ads and # of Op-Eds published in minority-owned media outlets</li> </ul>
Ensure oversight and accountability towards driving Hub-wide goals	<ul style="list-style-type: none"> <li>• Establish post-MOU Steering Committee structure</li> <li>• Conduct risk assessment and implement mitigation plan</li> <li>• Roll-out Hub-wide performance dashboard</li> <li>• Initiate compliant grant evaluation and reporting process</li> </ul>	<ul style="list-style-type: none"> <li>• Publish annual accountability/impact report</li> <li>• Quarterly reporting process with 5 component projects</li> </ul>	Reporting/oversight metrics: <ul style="list-style-type: none"> <li>• Adherence to MOU</li> <li>• Pertinent records for financial and programmatic aspects are audit accessible</li> <li>• Hub-wide goals:               <ul style="list-style-type: none"> <li>• # of jobs created</li> <li>• \$ invested in regional climate</li> <li>• # of startups serviced with commercialization support</li> </ul> </li> </ul>
Ensure sustainability	<ul style="list-style-type: none"> <li>• Asset mapping to actively identify relevant funding opportunities</li> </ul>	<ul style="list-style-type: none"> <li>• Hire full-time development staff</li> <li>• Develop detailed budget and strategy non-federal revenue sources</li> </ul>	<ul style="list-style-type: none"> <li>• # of strategic partnerships</li> <li>• \$ raised</li> <li>• \$ revenue generated</li> </ul>





Community Navigator Pool	Contract	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
New Entity Incorporation	Contract	\$ 100,000.00	\$ 50,000.00							
Policy Connector	Contract	\$ 100,000.00	\$ 50,000.00	\$ 25,000.00						
<b>Total Contractual Costs</b>		<b>\$ 605,000.00</b>	<b>\$ 155,000.00</b>	<b>\$ 210,000.00</b>	<b>\$ 210,000.00</b>	<b>\$ 210,000.00</b>	<b>\$ 210,000.00</b>	<b>\$ 210,000.00</b>	<b>\$ 210,000.00</b>	<b>\$ 210,000.00</b>
<b>Construction -</b> Not an allowable expense under this NOFO. Please see other EDA funding opportunities for construction-related purposes.										
	Quantity									
	N/A									
<b>Total Construction Costs</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other -</b> any other costs that do not fit in previous categories. Talk to your Project Officer if you have questions.										
Software	Quantity									
1	oversight and reporting on behalf of the Hub's community engagement with	\$ 400,000.00	\$ 80,000							
Events	Quantity									
1	community engagement with	\$ 15,801.02	\$ 15,801							
<b>Total Other Costs</b>		<b>\$ 415,801.02</b>	<b>\$ 80,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 80,000.00</b>

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**Indirect Costs** Must be equal to or less than your NICRA. If you do not have a NICRA, you may be able to use the 10% de minimis rate based on Modified Total Direct Costs per 2 CFR 200.414(f). You also may apply for a Cost Base of \$3,431,040.49. If you are using the de minimis rate, your cost base is the modified total direct cost base. See the definition of Total Allowable Indirect Costs for whether rate, unit of allowable per NOFO guidance). If opting to use de minimis rate, should put 10% here.

Indicated in the NOFO that the lead applicant "does not have a current negotiated (including provisional) rate and is electing to charge the de minimis rate."



Daniella Levine Cava, Mayor

**Climate Ready Tech Hub  
Letters of Commitment & Support  
Table of Contents**

<b>Organization (Entity Name)</b>	<b>Entity Type</b>	<b>Tech Hub Role (Consortium Relationship)</b>
Miami-Dade County	Government - State, Local or tribal	Consortium Lead
Florida Atlantic University (FAU)	Educational institutions	Consortium Member, Project Lead
Florida International University (FIU)	Educational institutions	Consortium Member, Project Lead
Miami-Dade College	Educational institutions	Consortium Member, Project Lead
Miami-Dade Innovation Authority (MDIA )	Economic development organizations	Consortium Member, Project Lead
University of Miami	Educational institutions	Consortium Member, Project Lead
1Print	Industry / firms in tech sector	Consortium Member
Blue Frontier	Industry / firms in tech sector	Consortium Member
Broward County	Government - State, Local or tribal	Consortium Member
Carbon Limit	Industry / firms in tech sector	Consortium Member
City of Miami	Government - State, Local or tribal	Consortium Member
Florida Memorial University (FMU)	Educational institutions	Consortium Member
Fort Lauderdale Museum of Discovery (MODS)	Other	Consortium Member
IUOE 487	Labor & workforce training organizations	Consortium Member
MasTec, Inc.	Industry / firms in tech sector	Consortium Member
Miami Waterkeeper	Other	Consortium Member
Nova Southeastern University	Educational institutions	Consortium Member
OIC of South Florida (OIC-SFL),	Labor & workforce training organizations	Consortium Member
South Florida Regional Planning Council	Economic development organizations	Consortium Member
Southeast Florida Regional Climate Compact	Other	Consortium Member
Titan Florida	Industry / firms in tech sector	Consortium Member
Watsco	Industry / firms in tech sector	Consortium Member
2030 Districts	Other	Hub Partner, non-member



Daniella Levine Cava, Mayor

Organization (Entity Name)	Entity Type	Tech Hub Role (Consortium Relationship)
Allapattah Collaborative	Underserved communities representation	Hub Partner, non-member
AME Power	Industry / firms in tech sector	Hub Partner, non-member
American Security Project (ASP)	Other	Hub Partner, non-member
Barry University	Educational institutions	Hub Partner, non-member
Black & Veatch	Industry / firms in tech sector	Hub Partner, non-member
Channel Logistics	Industry / firms in tech sector	Hub Partner, non-member
Charybdis	Industry / firms in tech sector	Hub Partner, non-member
Citadel	Industry / firms in tech sector	Hub Partner, non-member
CIO Council of South Florida	Economic development organizations	Hub Partner, non-member
City of Aventura	Government - State, Local or tribal	Hub Partner, non-member
City of North Miami Beach	Government - State, Local or tribal	Hub Partner, non-member
City of Sunny Isles Beach	Government - State, Local or tribal	Hub Partner, non-member
CodinaPartners	Industry / firms in tech sector	Hub Partner, non-member
Denrgy	Industry / firms in tech sector	Hub Partner, non-member
Engineering Technologies	Industry / firms in tech sector	Hub Partner, non-member
Facade and Envelope	Industry / firms in tech sector	Hub Partner, non-member
Florida Defense Alliance	Economic development organizations	Hub Partner, non-member
Frost Museum of Science	Other	Hub Partner, non-member
Future of Cities	Other	Hub Partner, non-member
Google	Industry / firms in tech sector	Hub Partner, non-member
Greater Fort Lauderdale Alliance	Economic development organizations	Hub Partner, non-member
I Squared	Industry / firms in tech sector	Hub Partner, non-member
JLL Spark	Industry / firms in tech sector	Hub Partner, non-member
Jones Lang LaSalle (JLL)	Industry / firms in tech sector	Hub Partner, non-member
Kind Designs	Industry / firms in tech sector	Hub Partner, non-member
Larta	Economic development organizations	Hub Partner, non-member
Mangrove	Industry / firms in tech sector	Hub Partner, non-member
Marine Living Structures Initiative (MLSI),	Industry / firms in tech sector	Hub Partner, non-member



Daniella Levine Cava, Mayor

Organization (Entity Name)	Entity Type	Tech Hub Role (Consortium Relationship)
Marine Research Hub	Economic development organizations	Hub Partner, non-member
Maroon League / YANCY Holdings, Inc.	Underserved communities representation	Hub Partner, non-member
Merrimac Ventures	Industry / firms in tech sector	Hub Partner, non-member
Miami-Dade Beacon Council	Economic development organizations	Hub Partner, non-member
Miccosukee Tribe	Government - State, Local or tribal	Hub Partner, non-member
Michael Bailey	Other	Hub Partner, non-member
Micro Nano Technologies (MNT),	Industry / firms in tech sector	Hub Partner, non-member
Monroe County	Government - State, Local or tribal	Hub Partner, non-member
National Security Innovation Network (NSIN),	Other	Hub Partner, non-member
Neptunya	Industry / firms in tech sector	Hub Partner, non-member
NOAA	Other	Hub Partner, non-member
North Bay Village	Government - State, Local or tribal	Hub Partner, non-member
North Miami	Government - State, Local or tribal	Hub Partner, non-member
Northeastern (Miami Campus)	Educational institutions	Hub Partner, non-member
Ocean Exchange	Economic development organizations	Hub Partner, non-member
Partnership for Miami	Economic development organizations	Hub Partner, non-member
Refresh Miami	Economic development organizations	Hub Partner, non-member
Related	Industry / firms in tech sector	Hub Partner, non-member
Seaworthy Collective	Economic development organizations	Hub Partner, non-member
Shorelock	Industry / firms in tech sector	Hub Partner, non-member
South Florida Defense Alliance	Economic development organizations	Hub Partner, non-member
The Nature Conservancy (TNC)	Other	Hub Partner, non-member
The Village of Virginia Gardens	Government - State, Local or tribal	Hub Partner, non-member
TPMA	Industry / firms in tech sector	Hub Partner, non-member
Underline	Industry / firms in tech sector	Hub Partner, non-member
University of Florida UF	Educational institutions	Hub Partner, non-member
Venture Mentoring Team, Inc.	Economic development organizations	Hub Partner, non-member



Daniella Levine Cava, Mayor

<b>Organization (Entity Name)</b>	<b>Entity Type</b>	<b>Tech Hub Role (Consortium Relationship)</b>
Village of El Portal	Government - State, Local or tribal	Hub Partner, non-member
Village of Key Biscayne	Government - State, Local or tribal	Hub Partner, non-member





Daniella Levine Cava, Mayor

**Office of Innovation and Economic Development**  
**Francesca de Quesada Covey**  
Chief Innovation and Economic Development Officer  
111 NW 1 Street • 21<sup>st</sup> Floor  
Miami, Florida 33128  
T 305-375-1936

[miamidade.gov](http://miamidade.gov)

February 29, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

As the Chief Innovation and Economic Development Officer at Miami-Dade County, I am honored to serve as the Climate Ready Tech Hub Regional Innovation Officer and Miami-Dade County is pleased to lead as head of the Tech Hub Consortium.

As the only designated Tech Hub with a focus on climate resilient solutions, we have worked tirelessly to build a dynamic and competitive phase II application reflective of the diversity and innovation that is so much a part of Greater Miami. Since the October designation, we have convened Consortium members weekly, including 15 steering committee members that have all dedicated a minimum of 10 hours per week to this effort. Miami-Dade County has invested over +\$80,000 in staff time and direct investments in the application and expects to spend +\$100,000 in 2024. Miami-Dade County's Office of Innovation and Economic Development is making an in-kind match commitment of \$152,628 to the Governance component project in the form of personnel time representing 25% of the work of the Climate Tech and Economic Innovation Manager over five years.

In addition to the actions detailed in the Overarching Narrative and Governance component project, Miami-Dade County will contribute the following specific activities:

- Align staff to component projects for an expected 60 hours/week.
- Regularly convene and inform South Florida's Consular Corps and Trade Offices, the third largest diplomatic community in the United States, about investment and international business opportunities in climate resilience available to their countries.
- Leverage the County's Purpose Driven Procurement initiative (AO 3-67, released 7/13/23) to direct the County's \$11B annual budget towards climate resilient infrastructure, growing the potential local market for Tech Hub technologies.
- Identify and pursue additional opportunities to converge federal, state, and regional economic development, emergency management, environmental, and equity priorities through local projects.

Sincerely,

A handwritten signature in blue ink, appearing to be "F. de Quesada Covey".



MDC030



# City of Aventura

Government Center  
19200 West Country Club Drive  
Aventura, Florida 33180

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Office of the Mayor  
Howard S. Weinberg, Esq.

February 16, 2024

The Honorable Gina M. Raimondo  
Secretary  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Washington, DC 20230

Dear Secretary Raimondo:

On behalf of the City of Aventura, I am pleased to write this letter in strong support of the Climate Ready Tech Hub Phase 2 application to the U.S. Economic Development Administration's (EDA) Regional Technology and Innovation Hub Program. The application's success would mean an influx of good paying jobs and capital for the South Florida region from Monroe to Palm Beach County. The region is positioned to become the world leader in resilience readiness as the Tech Hub fosters emerging technologies and a commitment to innovation. This will ensure South Florida's diverse workforce supports critical local and national priorities while also safeguarding and defending our most precious resources.

The consortium members and hub partners that make up the Climate Ready Tech Hub span local governments, academic institutions, leading startups, companies, EDOs, and workforce and labor organizations. Exemplary members and partners include Miami-Dade, Broward, Monroe, and Palm Beach counties along with Florida International University, Florida Atlantic University, Miami Dade College, University of Miami, Florida Memorial University, the University of Florida, Watsco, Titan, Citadel, International Union of Operating Engineers LOCAL 487, and South Florida Regional Planning Council.

Climate Ready Tech Hub aims to be the global destination to commercialize and deploy resilience technology. Florida's only Tech Hub would drive economic opportunity to underrepresented communities by advancing a resilient workforce of the future and accelerating market-ready solutions through an entrepreneurial ecosystem.

The Climate Ready Tech Hub will amplify innovation through collaboration with our research institutions and world class companies on the frontlines of resiliency. There is no community in the world more affected by coastal hazards than South Florida. Advancing commercialization

of resilience technology through the Tech Hub will accrue significant benefits to our region and the country, leveraging federal, state, and local investments in coastal resilience and energy.

Furthermore, South Florida is the nation's second-fastest growth region for venture capital investments, and we hold the top ranking in the United States for new business formation. This inflow of investment has helped establish a robust cluster of companies, research facilities and startups focused on Sustainable and Resilient Infrastructure technologies in our region.

The Tech Hub would have a significant impact on economic development opportunities in South Florida. The investment in Climate Ready Tech Hub would support the creation of approximately 59,000 jobs by 2034 with good paying jobs in construction, scientific and technical services, retail trade and other industries. Additionally, this award could result in \$6.4 billion in GDP, with \$3.7 billion in global exports. Further, the Tech Hub is estimated to have substantial population growth for the Hispanic and Black communities and economic migration among those groups to the region.

South Florida's unique, regional resources make it a logical home for innovators looking to unlock the potential to develop, test, and scale new solutions to tackle threats. By harnessing our region's unique assets, we can navigate immediate challenges, drive economic growth, foster collaboration with neighboring markets, and accelerate the development and deployment of cutting-edge solutions that will help us address our planet's most urgent issue.

Thank you for your consideration of this letter and the Climate Ready Tech Hub's request.

Sincerely,

A handwritten signature in black ink that reads "Howard Weinberg". The signature is written in a cursive style with a large, sweeping "H" and "W".

Howard S. Weinberg, Esq.  
Mayor



February 16<sup>th</sup>, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of 1Print, which is a 3D printing company specializing in green-gray infrastructure for coastal protection and habitat creation and is a Consortia Member, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, 1Print will make In-kind match commitments to the Workforce, Policy & Entrepreneurship, Coastal Defense + Resilience, and Climate Ready Energy Projects.

This commitment will achieve global scaling and commercialization of coastal defense technologies by 2030. The total Commitment Value is at least \$320,000.00.

(i.) Specific actions that will be taken as part of this commitment include:

- Accelerate commercialization of the Seahive technology for the Coastal Defense + Resilience Project. Work with existing pre-permitted areas for in-site validation of success in South Florida to develop case studies white papers, with financial analysis of return on investment.
  - Scaling of 3D-printed concrete variants of the SEAHIVE® technology including performance characterization, material science, structural and biological testing
  - Product development incl. material development, scalability, and commercialization of SEAHIVE® technology using 3D-printed concrete manufacturing
  - Project management, design, permitting, installation/construction coordination
  - Ecological assessment, data tracking and monitoring
  - Serve as a sandbox for other start-ups to test their technologies.
    - **The in-kind match value of staff time is \$120,000.00.**
- Coordinate and facilitate researcher access to private sector R&D facilities to accelerate commercialization of technologies/Sandbox / R&D for advancing solutions that require rapid development of concrete structures. Leverage our equipment for testing and validation of Hub Technologies
  - **The in-kind match value of facility and equipment use is \$90,000.00.**
- Participation in the Workforce Working Group by providing subject matter expertise on specialized training and certificate programs, offering tours for K-12 students, and collaborating on development of new academic courses with Consortia Members. Increase our capacity to hire new interns and apprentices.
  - **The in-kind match value of staff time is \$30,000. (10 hours per quarter).**
  - **Equipment run time during tours is \$50,000 (\$5,000 x 2 of tours per year for 5 years)**

- Increase speed of technology commercialization through participation in the Policy & Entrepreneurship Working Group as subject matter expert to develop the 'Florida Standards' for coastal defense + resilience and climate ready energy - collaborate with government and universities and crowd in engineers to advance policy adoption.
  - **The in-kind match value of staff time is \$30,000. (Estimating 60 hours of executive pay over 5 years)**

(ii.) Responsible Parties who will ensure commitment is met are:

- Adam Friedman (Co-Founder)
- Fredrik Wannius (Co-Founder)
- Henrik Johansson (COO)

(iii.) Metrics of success that will be measured:

- # of Seahive units deployed at Hub demonstration sites.
- # of start-ups testing their technologies in our sandbox
- # of additional interns and apprenticeships - goal of 1 per year
- # workforce development program collaborations - goal of 1 over grant cycle
- # hours collaborating on policy innovation.

(iv.) Timeline of commitment and application period progress:

- 2025-2030

(v.) These commitments are a continuation and evolution of our work on the SEAHIVE® technology and new technologies with new additions of cross-collaboration with research institutions and workforce initiatives with industry partners in the Tech Hub.

Adam Friedman



Chief Executive  
adam@1print.one  
585-615-8937  
2065 Futana Way  
Wellington, FL 33414



Herbert Wertheim College of Engineering  
Office of the Dean

300 Weil Hall  
PO Box 116550  
Gainesville, FL 32611-6550  
352-392-6000  
352-392-9673 Fax

February 19, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of the University of Florida (UF), which will provide research and tech transfer as a Hub Partner. UF is one of the largest land-grant research universities in the US and is ranked the #1 public university in the Wall Street Journal. The Herbert Wertheim College of Engineering conducted \$111 million in research on such areas as cybersecurity, accessibility to computer technology, storm readiness, retail theft deterrence, and robotics.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, UF will make Policy commitments to the Workforce, Coastal Defense + Resilience, and Climate Ready Energy Projects. These commitments will achieve commercialization of Advanced HVAC / dehumidification technologies that can position Florida as the global leader in this space by 2030. This commitment is made contingent on the necessary financial resources being provided by the Hub to support the work.

(i.) Specific actions that will be taken as part of this commitment include:

The College of Engineering's EDGE Program Courses and Certificate Programs will be leveraged as part of the Hub's green jobs curriculum (e.g., energy management and solar energy). The College will also co-design a gap analysis service to evaluate the effectiveness of curriculum in developing relevant competencies for tech hub learners. UF's Engineering Education PhD students will conduct the analysis aligned with research requirements. This analysis will ensure the Hub's training programs continuously evolve to meet skills needs, informed by learner outcomes data.

We will also support the Coastal Defense + Resilience Project by providing drone in-site assessment services to startups demonstrating their technologies and share pre-permitted sites across Florida that the Tech Hub can leverage for demonstrating TRL 7+ technologies.

In collaboration with UF Innovation (technology transfer office), the College will support the application of technologies produced by UF spinout companies to support demonstration projects at Clean Energy sites across South Florida. The partnership aims to commercialize innovative HVAC solutions and develop the workforce through hands-on training opportunities for installing, maintaining, and repairing units.

(ii.) Responsible Parties who will ensure commitment is met are:

Dr. Christine Angelini, Center for Coastal Solutions  
Dr. Peter Ifju, Center for Coastal Solutions  
Dr. Eric Du, Center for Coastal Solutions  
Dr. Idalis Villanueva, Department of Engineering Education  
Dr. Saeed Moghaddam, Department of Mechanical and Aerospace Engineering

The College reserves the right to designate other qualified individuals as Responsible Parties if the need arises.

(iii.) Metrics of success that will be measured:

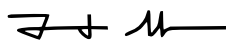
# of Courses & Certificate Programs cross-pollinated in the Tech Hub.  
# of gap analysis completed for tech hub learners  
# of hours of training opportunities offered  
# of hours of drone use  
# of pre-permitted sites used for demonstration of Hub Technologies  
# of collaborations on technology demonstration projects

(iv.) Timeline of commitment and application period progress:

2025-2030

(v.) These commitments are a continuation and evolution of our work in the EDGE Program, UF Innovation Hub and Center for Coastal Solutions, with new additions of cross-collaboration with other research institutions and workforce initiatives with industry partners in the Tech Hub.

Sincerely,



Dr. Forrest Masters  
Professor and Interim Dean

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of the 2030 Districts Network, which is a 501 C3 non profit organization that provides critical leadership and resources to reduce emissions in the entire built environment by collaborating with a network of members and local high-performance building initiatives located around the globe, and is a Hub Partner.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, the 2030 Districts Network will provide technical expertise and bring its global network to the Climate Ready Energy and Governance Projects.

This commitment will stand up three 2030 Districts including education programs, a benchmarking program, and developing demonstration projects by 2025.

(i.) Specific actions that will be taken as part of this commitment include:

- Participation in the Climate Ready Energy Project as subject matter expert providing guidance on how to utilize the 2030 Network framework to stand up three new districts: a Miami-Dade 2030 District, a Broward 2030 District and a Palm Beach County 2030 District.
- Participate in the Governance Working Group to build relationships with local real estate owners, managers, developers, technology companies, real estate service providers and community groups to initiate establishment of the three new districts.

(ii.) Responsible Parties who will ensure commitment is met are:

- Dave Low
- Senior Staff Consultant

(iii.) Metrics of success that will be measured:

- # of real estate organizations participating in each district
- # of real estate service providers participating in each district
- # community groups participating in each district

(iv.) Timeline of commitment and application period progress:

- Three new districts to be established in 2025.

(v.) This a new activity in the South Florida region

MDC037

Sincerely,

A handwritten signature in black ink, appearing to read 'DL', followed by a long horizontal line extending to the right.

Dave Low  
Executive Director  
2030 Districts Network  
[davelow@2030districts.org](mailto:davelow@2030districts.org)  
206-612-0784  
1326 5th Ave, Ste 339  
Seattle, WA 98101

February 28th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Florida International University (FIU), a multi-campus public research university in Miami, Florida. FIU is Miami's only public research university, and is an R1 university with \$316 million in research expenditures in FY23. FIU is also an HSI and MSI. With over 54,000 students, 85% of whom are from Hispanics, Blacks, Asians or Pacific islanders, or other minority groups, nearly 2,500 instructional faculty, and more than 17,000 degrees awarded during the 2022 – 2023 academic year, FIU is also the largest university in South Florida. FIU has been climbing steadily in national as well as global rankings, and is currently ranked #29 in the nation and the fourth-ranked public university, according to the America's Best Colleges 2024 rankings published on WSJ.com. In the U.S. News & World Report 2024 rankings, FIU is ranked in the top 10 public universities for undergraduate education and in the top 15 public universities for innovation.

FIU is pleased to serve as a **Consortia Member** and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort. To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, **FIU is making an in-kind matching commitment to the Workforce; Coastal Defense + Resilience; Climate Ready Infrastructure (where we serve as the lead); and Climate Ready Energy Component** Projects.

This commitment will bring new climate technologies to market, foster new startup creation, grow existing companies, reskill/train a new workforce and create good, high-wage jobs by 2030. We are fully aligned with the Tech Hub's vision to make South Florida a global destination to commercialize and deploy climate technology. FIU's total in-kind commitment value is **\$937,364.44**, representing 10% of FIU's total project costs across four Component Projects of \$9,373,630, and is unencumbered, unrestricted, and committed for the Hub projects.

Elizabeth M. Bejar  
Provost, Executive Vice President and Chief Operating Officer  
Modesto A. Maidique Campus, PC 526, 11200 SW 8 Street, Miami, FL 33199  
Tel 305-348-2151 • Fax 305-348-2994 • provost.fiu.edu

Deeply committed to equity, FIU is proud of its diverse student body. Our College of Engineering and Computing graduates the most Hispanic undergraduates in the country. Not only will our science and engineering students receive instruction in climate technology but we will also advertise events and workforce development trainings to our whole student body. FIU also has deep relationships with Consortia and Hub Members, as well as other community organizations trusted to support historically underserved communities, ensuring that our outreach strategies are equitable. Finally, to ensure an equitable learning experience and learner success, we will develop curriculum accessible for all learning levels.

1) FIU's \$937,364.44 match is broken down into two categories: Personnel and Forgone Indirect Costs.

a) Personnel:

In-kind Match of \$242,658.01 will be used for personnel salary and fringe expenses. Personnel will perform all project activities including technology deployment, testing and validation of infrastructure technology, business and entrepreneurship mentorship, and innovation center applications review.

b) Forgone Indirect Costs:

FIU has an approved NICRA of 47.5%. However, for Tech Hub Activities, we will be utilizing an indirect cost (IDC) rate of 35% for qualified project costs, forgoing 12.5% IDC towards our match commitment totaling \$610,680.60.

Additionally, we waived our 35% project IDC for in-kind personnel time totaling \$84,025.83.

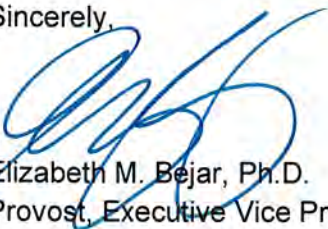
Total Forgone Indirect Costs Value: \$694,706.43.

2) Responsible Parties who will ensure commitment is met are

- Emily Gresham, Assistant VP for Research and Project Director
- Robert Gutierrez, Associate VP for Research
- William Anderson, Associate VP for Research and Project Co-Director

We are thrilled to be a Consortia member and are committed to supporting this Tech Hub to successfully implement project activities to meet and exceed stated goals and outcomes.

Sincerely,



Elizabeth M. Bejar, Ph.D.  
Provost, Executive Vice President and Chief Operating Officer  
Email: bejare@fiu.edu

**Elizabeth M. Bejar**  
**Provost, Executive Vice President and Chief Operating Officer**  
*Modesto A. Maidique Campus, PC 526, 11200 SW 8 Street, Miami, FL 33199*  
*Tel 305-348-2151 • Fax 305-348-2994 • provost.fiu.edu*





February 19, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of MasTec, a certified Minority-Controlled Company with 2,000 skilled professionals and an extensive wholly owned fleet of specialized construction equipment, and one of the nation's top power plant and renewable energy construction companies. MasTec has been involved in some of the largest and most complex infrastructure construction projects across the country. MasTec is headquartered in Coral Gables, Florida and is a Consortia Member, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort.

To support the consortium leader, Miami-Dade County, and the ClimateReady Tech Hub, MasTec will participate as follows:

(i) Specific actions that will be taken as part of this commitment include:

- MasTec will lend our expertise/capacity and networks to support workforce development and commercialization efforts.
  - Participate in workforce training center at the University of Miami
  - Participate in the Hub's Workforce Development Working Group to collaborate with academic institutions and other training providers on the development of new specialized coursework, training, and certificate or degree programs related to the Hub's technology focus areas
- Participate in the Policy & Entrepreneurship Working Group as subject matter expert to:
  - Develop the 'Florida Standards' for coastal defense + resilience and climate ready energy.
  - Support Tech Hub startups in commercialization efforts via mentorship Connect startups to local deployment opportunities (e.g. energy and infrastructure/cement startups)
- Identify and present opportunities to spotlight and showcase Tech Hub activities at industry conferences and events outside of the region including nationally and internationally.
- Facilitate opportunities and extend invitations to global partners to annual industry convenings in South Florida.
- Identify and present mutually beneficial strategic public relations and communications activities with a goal of broadening the reach and awareness of Tech Hub activities.

- Identify and present opportunities to engage Tech Hub constituents in knowledge sharing activities such as industry round tables, working groups, task forces, committees and other relevant convenings.
- Embed findings of specific Tech Hub initiatives like building benchmarking across our client advisory services and help promote specific aspects of Tech Hub research within the real estate industry globally.

(ii) Metrics of success that will be measured:

- Number of relationships initiated
- Number of startups mentored through working group
- Number of opportunities presented
- Number of event and marketing collaborations

(iii) Timeline of commitment and application period progress:

- 2025-2030

(iv) These commitments are a continuation and evolution of our work in resilient infrastructure with new additions of cross-collaboration with research institutions, governments, and industry partners in the Tech Hub.

This commitment cements our support of the development of the Climate Ready Tech Hub as we collectively strive to foster collaboration and innovation to shape the future of infrastructure in the South Florida region and globally.

Sincerely,



Jose R. Mas  
Chief Executive Officer

February 29, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW, Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo:

I am writing to express my support of the Climate Ready Tech Hub's application, led by the Miami-Dade County Innovation and Economic Development Office, to the U.S. Economic Development Administration's (EDA) Tech Hubs Program Phase 2. I was honored to join South Florida's consortium for EDA's Phase 1 application, and it has been my pleasure to partner with fellow members of the consortium over the last 18 months to deliver impact at scale. Among other initiatives, my support has included funding academic scholarships for thousands of local students; establishing the Miami-Dade Innovation Authority, now a consortium member, to tackle the region's most urgent challenges; and launching an innovative public-private partnership to respond to environmental crises. I am proud of what we have been able to accomplish in only a year and a half, and I know South Florida's selection for the Tech Hubs Program Phase 2 would further drive progress, prosperity, and innovation in our region—and for the country—for decades to come.

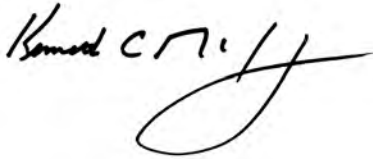
South Florida's upward trajectory has already been recognized in its designation as a Tech Hub in Phase 1. The region's growth potential and unique blend of skilled workforce, committed elected leadership, and ambitious citizens motivated Citadel's and Citadel Securities' decisions in 2022 to relocate to and establish our global headquarters in Miami. Already positioned for success, a Phase 2 selection would further accelerate South Florida as a national engine for growth.

At Citadel and Citadel Securities, my colleagues and I are committed to South Florida. Our history reflects an ability to deliver real results through world-class expertise and creativity. During the COVID-19 pandemic, the federal government cited our collaboration as instrumental in launching Operation Warp Speed's accelerated vaccine development and deployment strategies. We additionally worked with public and private partners to bring free at-home internet to hundreds of thousands of low-income families across the United States, including here in Florida. Since my move here in 2022, my philanthropic efforts have resulted in over \$200 million in support for the South Florida community.

As I noted in my consortium member letter of commitment for South Florida's Phase 1 application, I intend to contribute significant resources to support the success of the region's Tech Hub and complement the federal government's support as a strong private-sector implementation partner. In addition, at Citadel and Citadel Securities, we developed the Impact Fellows Program to support our team members with opportunities to put their technical skills to use on high-impact nonprofit work, including here in South Florida. Citadel and Citadel Securities will encourage our Impact Fellows to provide technical support to the nonprofit members of the Climate Ready Tech Hub—and this is only the start.

Phase 2 selection would elevate South Florida's status as a global destination for innovators and businesses in climate tech and resilience. I remain committed to working with my fellow consortium members to invest in South Florida's exceptional talent, cutting-edge technology, and innovation ecosystem to address both the significant challenge of climate change and other pressing issues facing our community, our state, and our nation.

Sincerely,



Kenneth C. Griffin  
Founder & Chief Executive Officer, Citadel  
Founder & Non-Executive Chairman, Citadel Securities

# CodinaPartners

February 19, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Codina Partners, a real estate development, management and investment firm located in Miami, Florida, that drives the successful transformation of communities into more vital, prosperous centers for living, working, culture and commerce. Codina Partners, a Hub Partner, has distinguished itself from other developers and managers by recognizing overlooked opportunities, leaving every community better than we found it and producing high-quality work resulting in successful outcomes. In Doral, Florida, a predominately Latino community, Codina Partners supported the establishment of two charter schools whose student outcomes, today, are in the top 1% for the state of Florida.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, Codina Partners will participate as follows:

- (i.) Specific actions that will be taken as part of this commitment include:
- Connect entrepreneurs with potential partners in the private sector.
  - Participate in the Policy & Entrepreneurship Working Group designed to advise and mentor startups.
  - Identify and present opportunities to spotlight and showcase Tech Hub activities at industry conferences and events outside of the region including nationally and internationally.
  - Facilitate opportunities and extend invitations to global partners to annual industry convenings in South Florida.
  - Identify and present mutually beneficial strategic public relations and communications activities with a goal of broadening the reach and awareness of Tech Hub activities.
  - Identify and present opportunities to engage Tech Hub constituents in knowledge sharing activities such as industry round tables, working groups, task forces, committees and other relevant convenings.



- Embed findings of specific Tech Hub initiatives like building benchmarking across our client advisory services and help promote specific aspects of Tech Hub research within the real estate industry globally.

(ii.) Responsible Parties who will ensure commitment is met are:

- Ana-Marie Codina Barlick

(iii.) Metrics of success that will be measured:

- Number of relationships initiated
- Number of startups mentored through working group
- Number of opportunities presented
- Number of event and marketing collaborations

(iv.) Timeline of commitment and application period progress:

- 2025-2030

(v.) This is a continuation of our existing work with new partnerships.

This commitment cements our support of the development of the Climate Ready Tech Hub as we collectively strive to foster collaboration and innovation to shape the future of infrastructure in the South Florida region and globally.

Sincerely,



Ana-Marie Codina Barlick



U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

02/16/2024

Dear Secretary Raimondo,

We are proud to partner with Miami Dade County to fully recommend the proposed activities of the Climate Ready Tech Hub. The Allapattah Collaborative CDC (ACDC) is a 501c3 non-profit organization with a mission to build an economy that works for everyone while also preserving the history and charm of our community. We provide entrepreneurs from historically disinvested LMI communities with tailored, culturally relevant support that unlocks resources and opportunities for growth and ownership. In the past five years, our work has secured over \$4.5 million in capital for 300+ minority-owned micro-businesses, created or saved 400 jobs, and provided over 6,300 hours of direct technical assistance. The organization has successfully raised national awareness of the community's challenges by securing the City of Miami's only Main Street America designation for Allapattah's iconic 'Little Santo Domingo' commercial corridor. The National Trust for Historic Preservation also recently acknowledged the corridor as one of the nation's 11 most endangered historic places in 2023.

As a Miami-based organization that experiences flooding, heat islands, and unexpected weather emergencies in our community, we can attest to the imperative need for innovation, green jobs, and new technologies to mitigate the long-term climate challenges in our South Florida region. As part of the consortium and to support Miami-Dade County in delivering the vision of The Climate Ready Tech Hub, ACDC commits to upholding a racial equity lens in the practices of the consortium to ensure the inclusion of frequently excluded communities. Our track record in community engagement and the implementation of inclusive practices makes us a perfect partner to ensure the economic, intellectual, and participatory inclusion of disenfranchised communities.

Additionally, ACDC will identify, train, and incubate new tech startups on 17th Avenue's Little Santo Domingo commercial corridor through the Allapattah Tech Startups Program. Moreover, our signature Small Business Resiliency Cohort (SBRC) Program will equip small business owners with the essential tools and knowledge for financial stability, resilience, adaptability, and growth.

These commitments will achieve the launch of 50 new tech startups in our community, as well as recruit 150 new small businesses to participate in the Collaborative's SBRC Program within the next five years. The total commitment value of in-kind staff time and program management is \$750,000 per year. Over five years the total is \$3,750,000.



(i.) Specific actions that will be taken as part of this commitment include:

- **Small Business Resilience Cohort Program**

Initially developed to help small businesses secure loans and assistance during the global pandemic, SBRC is a two-phase program designed to respond to the lifecycle needs of small businesses in the community. Phase 1 of the program consists of a rigorous 12-week group training utilizing an ACDC-developed curriculum that covers the fundamentals of operating a business (including bookkeeping, marketing, inventory, and readying the business for investment and access to capital).

To enter the program, clients must undertake a rigorous in-take process, which includes providing complete access to their business's financial accounts, current business models, and a self-assessment of their business priorities. This approach engenders trust with the clients and provides an accurate overview of the business's strengths and weaknesses. Once the in-take process is completed, cohorts of 10-12 small businesses meet, either in person or virtually, to receive special instruction from trained program facilitators and to share ideas and best practices on implementation in a group environment. One of the program's most important components is the access to professional services it provides to clients who are often using them for the first time. The group sessions are complemented with multiple one-on-one technical assistance sessions where a range of external professional support providers (e.g., CPAs, business coaches, and legal assistance providers) are able to help small business owners execute their plans.

At the conclusion of the program, each small business owner receives a small grant to start implementing what they have learned. This incentive has proven to be an effective way of ensuring real action is taken once their participation concludes.

- **Financial Literacy Workshops “Negocios Activos Series”:** Comprehensive Financial Education Workshops covering the following topics:
  - Introduction to Quickbooks: Hands-on training on setting up and using QuickBooks for business accounting and best practices for bookkeeping.
  - Profit First Workshop: Instruction on implementing the Profit First methodology for better financial health.
  - The Power of Capital Workshop: Understanding different types of capital and their impact on business growth.
  - Small Business Grants and Loans: Detailed guide to identifying and applying for grants and loans. Insights into the application process, requirements, and best practices for success.
  - Procurement Options: Understanding the procurement process with our local government entities, providing support with registration, and unlocking the benefits of strategic procurement.





- AI Sales and Marketing: Exploring the use of AI tools to enhance business performance, sales, and marketing strategies to increase business revenue.

- **Expand Access to Affordable Small Business Back-Office Solutions**

ACDC will identify appropriate small business back-office solutions and liaise with both providers and clients to increase access and enrollment for up to 200 small businesses in the Little Santo Domingo commercial corridor by the end of 2030.

By expanding access to these new back-office platforms, Little Santo Domingo's small businesses will improve their operations, making it easier for them to execute their plans to increase efficiency and focus on growing their businesses.

- **Allapattah Tech Startups program**

- ACDC will offer aspiring tech entrepreneurs in the neighborhood the opportunity to train in the following:
  - Brainstation/Ironhack: Full Stack Web Development (12 weeks boot camp)
  - ACDC: Small Business Resilience Cohort (10 weeks, 2 hrs/week)

Once the “Technical Training” portion of the program is completed, participants will move on to “Business Training” as part of our existing Small Business Resilience Cohort program. They will learn concepts such as:

- Basic business finance and accounting practices, with the help of financial advisors and accountants
- Marketing principles, with the help of web designers and social media consultants
- Place-making and storefront design, with the help of architects, consultants and designers
- Product design and launch, with the help of business development and marketing consultants and coaches
- Manufacturing & White Labeling support with the help of business development and marketing consultants and coaches

Participants must apply for admission to the program and must meet the following basic requirements:

- 21 years of age or older
- Immigrant or first-generation American
- English-speaking
- Basic math skills

In addition, place-making is an integral part of the Main Street initiative at ACDC. Therefore, planting new businesses in the Little Santo Domingo Commercial Corridor is essential for the economic vitality of the community. For this purpose, ACDC will establish an “Entrepreneurs in Residence” component for the program. We are slated to build co-working space in the



neighborhood and house selected startups for one year at a time. This program component aims to create a hub of innovation in the neighborhood while providing the startups with the needed resources, such as coaching and community, to succeed in the early years.

(ii.) Responsible Parties who will ensure the commitment is met are:

- **Mileyka Burgos-Flores**, Chief Executive Officer
- **Francesca Escoto**, Chief Operations Officer
- **Santander Arguelles**, Chief Program Officer
- **Cristopher Lopez**, Allapattah Tech Program Manager
- **Meysa Arguelles**, SBRC Program Manager

(iii.) Metrics of success that will be measured:

- **KPI / data point**
  - SBRC
    - Recruit at least 150 small businesses to participate in the program by the end of 2030.
    - Secure at least \$3,000,000 in new capital for program participants by the end of 2030.
  - Allapattah Tech
    - Recruit at least 50 entrepreneurs to participate in the program by the end of 2030, with an 80% participant completion rate or higher.
    - One hundred job placements for those who desire to be employed within six months of completion.
    - Improved credit profiles for the 50 Allapattah Tech Startups Program participants, leading to better access to capital.
- **Goals**
  - SBRC
    - Increased success rates in grant and loan acquisitions.
    - Improved credit profiles lead to better access to capital for small business owners.
    - Increased business development, procurement, and capital opportunities for small business owners through effective networking events
    - Overall business growth through strategic planning and expert support.
  - Allapattah Tech
    - Graduate participants from Allapattah Startups Technical Training; participants complete Business Training.
    - Participants Certification in marketable and employable technical skills as a full-stack web developer
    - Acquire space to serve as an incubator for new corridor enterprises
    - Complete new co-working space and house Entrepreneurs In Residence



1951 NW 7<sup>th</sup> Avenue Suite #600 Miami, FL 33136

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(iv.) Timeline of commitment and application period progress:

- SBRC will have a rolling application period throughout the project and will run through 12/31/30.
- Allapattah Tech will have a rolling application period in 2024 and will have an annual application period starting in Q1 of 2025. The final applicants will be selected in Q4 of 2029, and they will be expected to complete the program by 12/31/30.
  
- Immediate steps taken during the Phase 2 application period are:
  - **First step**
    - SBRC
      - Select the new first batch of 2025 small business participants.
      - Finalize Negocios Activos sessions for 2025.
  
    - Allapattah Tech
      - Review applications and select 2025 Allapattah Tech participants.
  
  - **Second step**
    - SBRC
      - Launch subsequent cohorts and track progress.
  
    - Allapattah Tech
      - Launch subsequent cohorts and track progress.

(v.) Clarification on a new activity or a continuation of a previous effort?

- The Allapattah Tech program is a new project that ACDC launched in 2024.
- The Small Business Resiliency Cohort is the continuation of ACDC's successful signature program.

We look forward to this impactful collaboration.

Sincerely,

**Mileyka Burgos-Flores**

Chief Executive Officer

[The Allapattah Collaborative CDC](#)

[1951 NW 7th Avenue Suite 600 Miami, FL 33136](#)

786.220.4590 : [mileyka@allapattahcdc.org](mailto:mileyka@allapattahcdc.org)

February 19<sup>th</sup>, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing to express AmePower's support of the EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub initiative. Founded in 2002, AmePower specializes in the design and manufacturing of High-Power Energy Converters. Our advanced and innovative technology is proven to improve the reliability and resiliency of clean energy resources, enabling electrification and decarbonization.

To support the consortium leader, Miami-Dade County, and the Climate Resilience Tech Hub, AmePower commits to make investments and an in-kind match to the **Workforce Project / Coastal Defense + Resilience Project / Climate Ready Energy Projects**.

This commitment will achieve several outcomes by 2030, including skilled workforce training aimed at bridging the knowledge gap of power electronics and engineering related to renewable resources, development and hiring, and the deployment of high-power energy converter technology required to support the above noted Tech Hub projects. The total Commitment Value is at least \$1,000,000.00.

(i.) Specific actions that will be taken as part of this commitment include:

- Career advancement and internship opportunities to develop talent and required technical skills. (in-kind match value: \$650,000.00)
- Participate and actively contribute to the Regional Technology Hub to foster innovation and talent within the local tech ecosystem and community. (in-kind match value: \$100,000.00)
- Collaboration with local universities to explore potential partnerships to advance technology, contribute to research, and nurture future talent. (in-kind match value: \$250,000.00)
- Equitable access to opportunities: As a woman-owned, culturally diverse, certified minority-owned and DBE business, AmePower commits to continue to facilitate growth and opportunities with high paying, skilled jobs to underserved and minority communities through training and career development.
- Install product at up to four (4) pre-determined demonstration sites.

(ii.) Responsible Parties who will ensure commitment is met are:

- Luis Contreras, CEO & Founder, AmePower

(iii.) Metrics of success that will be measured:

- € Among metrics and impact foreseen by AmePower, we believe this partnership will allow us the opportunity to have an influence in the following:
- Number of Participants in Training Programs & Diversity of Applicant Pool: Track diversity metrics of the applicant pool for technical positions within AmePower and its partner organizations before and after the training initiatives. Metrics include gender, ethnicity, and socioeconomic background.
  - Job Offerings and Career Advancement: Measure job offerings made to candidates who completed the training programs. Additionally, track career advancement of individuals from underrepresented demographics within AmePower and its partner organizations over time.
  - Technical Skill Development: Evaluate technical skills and competencies gained by participants through the training programs using pre- and post-training assessments or certifications earned.
  - Retention Rates: Monitor retention rates of individuals hired as a result of the training initiatives.
  - Feedback and Satisfaction: Gather feedback from program participants to assess their satisfaction with the training programs and perceived impact on career opportunities and technical skills development.
  - Deployment of a minimum of 4 converter demo units to support and enhance clean energy educational programs on demonstration sites associated with the Climate Resilience Program and its efforts.
  - Additional technical metrics related to converter performance will be developed as project scope and technical details are further defined.

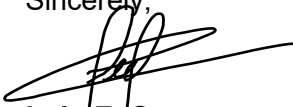
(iv.) Timeline of commitment and application period progress:

- 5 years (until 2030)
- Immediate steps taken during the Phase 2 application period are:
  - Participate in working group and Regional Technology Hub.
  - Establish timelines for deployment.
  - Project planning
  - Resource allocation
  - Logistics

(v.) Clarification on new activity or a continuation of a previous effort

- new activity

Sincerely,



**Luis E. Contreras**

Founder & CEO, AmePower

O:305-594-0722 Ext. 0111 | C:305-389-6944

lcontreras@amepower.com

10200 NW 110<sup>th</sup> Ave Suite #1, Miami, FL 33178



February 22, 2024

**Founders:**

Hon. John F. Kerry  
Hon. Chuck Hagel  
Hon. Gary Hart  
Hon. Warren Rudman

**Board Members:**

**Chairperson**  
Gov. Christine Todd Whitman

**President**  
Lt Gen Norman Seip, USAF (Ret.)

Hon. Donald Beyer  
Alejandro Brito  
BGen Stephen A. Cheney, USMC (Ret.)  
LTG Daniel Christman, USA (Ret.)  
Robert B. Crowe  
Lee Cullum  
Nelson W. Cunningham  
ADM William Fallon, USN (Ret.)  
Leigh Garland Reid  
VADM Lee Gunn, USN (Ret.)  
Hon. Chuck Hagel  
Hon. Gary Hart  
LTG Claudia Kennedy, USA (Ret.)  
Stuart Piltch  
Ed Reilly  
David Wade  
Matthew R. Wallin

**Ex Officio**  
Dante Disparte



U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Avenue, N.W.  
Suite 71014  
Washington, D.C. 20230

Dear Secretary Raimondo,

On behalf of The American Security Project (ASP), I respectfully submit our letter of support for the South Florida Climate Ready Tech Hub and the associated dual-use Resilience-WERX (RESWERX) incubator/accelerator component.

ASP has been providing critical national security and climate security research for more than 20 years. We have a unique understanding of Florida’s critical role in national security and have had a dedicated line of programming that focuses on the Sunshine state for almost ten years. Earlier this month, we released our latest Florida focused report, “*Mapping Florida’s Resilience Through a National Security Lens*,” which explores the myriad ways that Florida’s military installations are both supporting and leading our nation’s climate resilience. Given that climate adaptation, mitigation, and resilience cannot be achieved by installation communities alone, we wholeheartedly support the development of the South Florida Climate Ready Tech Hub and RESWERX as exactly the kind of innovative and collaborative effort that simultaneously builds South Florida’s resilience while also increasing resilience for critical national security assets—namely Homestead Air Reserve Base, U.S. Southern Command (USSOUTHCOM), Naval Air Station Key West, and the U.S. Coast Guard District 7 Headquarters. As a former Commander of the 12<sup>th</sup> Air Force, the air component to USSOUTHCOM, I can attest to the importance of this firsthand.

Establishing the South Florida Climate Ready Tech Hub and RESWERKS is a “win-win” scenario that enhances mission assurance for our military while facilitating community resilience. South Florida is already a global resilience leader, and the South Florida Defense Alliance (SFDA) is a trustworthy partner uniquely positioned to deliver technology and resilience solutions, expand the defense and technology ecosystem, and foster collaboration that directly impacts our national security. We have attached our report for convenience and are standing by to answer any questions or provide any additional materials as the Department considers the way ahead.

Sincerely,

Lieutenant General Norman Seip, U.S. Air Force (Ret.)  
President, American Security Project  
M: 703-659-5877  
nseip@americansecurityproject.org

[www.AmericanSecurityProject.org](http://www.AmericanSecurityProject.org)

1201 Pennsylvania Ave NW • Suite 520 • Washington, DC 20004 | 202-347-4267

MDC054

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I write today on behalf of Barry University as a Tech Hub member in support of Miami-Dade County and Climate Ready Tech Hub's submission to the Economic Development Administration's Regional Technology and Innovation Hub Program Phase 2. Barry is a majority-minority, Hispanic-serving institution located in the culturally diverse city of Miami, Florida.

Barry University's Dwayne O. Andreas School of Law leads the way in earth jurisprudence with innovative programs to equip future lawyers with legal frameworks supporting sustainable infrastructure. Barry's Center for the Advanced Study of Environmental and Earth Law and Center for Earth Jurisprudence innovatively equip graduates to step into the legal world with broad vision and focused academic experience.

Through these centers, Barry's School of Law offers students a comprehensive array of environmental programs:

- Honors Certificate Program in Environmental and Earth Law.
- Environmental and Earth Law Clinic for experiential education.
- Environmental and Earth Law Journal facilitating enlightened discourse on issues affecting human populations and the natural world.
- Conferences, workshops, and networking opportunities for students, including an Environmental and Earth Law Summit.
- Student organizations such as the Environmental Law Society and the Student Animal Legal Defense Fund.

In support of the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, Barry University commits to the following over the course of the five-year program:

- Professor Nadia Ahmad, Barry's Project Director, will join the Hub's Policy Working Group to facilitate a two-way exchange between academia, regulators, and private sector. She will be integral in informing competencies on how students develop through the sharing of enrollment and job placement data.
- Barry will introduce a new course on Green Infrastructure Development as part of its Honors Certificate in Environmental and Earth Law. This course will educate future

lawyers on legal frameworks which support sustainable infrastructure and equip them with skills to promote green development through policy and advocacy work.

### **Addressing Equity**

With 81% of its students identifying as non-white, Barry holds the power to contribute significantly to the diversification of the green workforce, an essential step towards creating a more inclusive and effective environmental movement. Barry University can implement strategies that not only prepare its students for careers in sustainability but also ensure that the environmental sector reflects the diversity of the world it aims to protect.

### **Metrics of Success (Starting in Year 2)**

- Number of students enrolled in the Green Infrastructure Development Course.
- Number of green organizations assisted by students in the Environmental Earth and Law Clinic.
- Student Feedback results using pre/post interaction surveys.
- Student internship and job placement, as well as measurement of career impact.

### **Timeline**

- Year 1: Professor Ahmad will join the Hub's Policy Working Group and Barry University will develop the Green Infrastructure Development Course for enrollment starting in Year 2.
- Years 2 – 5: Success metrics will be measured and reported. Professor Ahmad will continue to serve on the Hub's Policy Work Group.

Barry University thanks you for your time and looks forward to working with Miami-Dade County, and the Climate Ready Tech Hub on this invaluable project.



Michelle L. Gooding, MSM, CRA, CPRA, CFRA  
Director, Office of Grants and Sponsored Programs  
Barry University  
migooding@barry.edu / grants@barry.edu  
(305) 899-3058



February 16, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo,

I am writing this commitment letter on behalf of Black & Veatch, a consulting, engineering, and construction firm established in 1915 and with presence in Florida since 1958. To support the consortium leader, Miami-Dade County, and The South Florida Climate Ready Tech Hub, Black & Veatch commits to provide our experts in the areas of **Policy & Entrepreneurship, Governance, Coastal Resilience, and Renewable Energy**. This commitment will achieve the following outcomes within the first 24 months of Phase 2 award:

(i) Specific actions that will be taken as part of this commitment include:

- Provide innovation consultation and advisory services as part of regional planning committees or other regional groups to help develop the entrepreneurial ecosystem.
- Leverage our experience in administering our own IgniteX accelerator program to administer a small-scale IgniteX program on behalf of the Tech Hub. This may include:
  - Providing advisory services to up to two (2) startup companies developing technologies in the Coastal Defense + Resilience and/or Climate-Ready Energy space.
  - Making facilitated connections between startup companies and Black & Veatch clients and/or partners to help find physical test beds to advance climate technology. This could be for both Coastal Defense + Resilience and Climate Ready Energy projects.
- Annual Market Survey “Insight” for Coastal Defense + Resilience and/or Climate Ready Energy Technology.

(ii) Responsible Parties who will ensure commitment is met will include:

- Rafael Frias, Arturo Burbano, Charlie Moseley, Jason Haney, Andrew Foster, Maria Watt, and Irela Bagué.

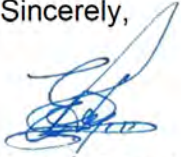
(iii) Metrics of success that will be measured:

- Within the first 24 months of Phase 2 award, accept up to two (2) startup companies developing technologies in the Coastal Defense + Resilience and/or Climate Ready Energy space into our own IgniteX accelerator program (exclusive of travel expenses). These in-kind services represent up to \$60,000 at current market value. Additional startup entrants or support of the creation of a Miami-Dade County resilience technology incubator can be negotiated post-award.

- (iv) Timeline of commitment and application period progress:
- 24 months
- (v) Clarification on new activity or a continuation of a previous effort?
- New Activity

Looking forward to collaborating with the consortium on this important effort not only to Miami-Dade County but to the entire South Florida region. For any questions or clarifications, please contact me at [FriasRE@bv.com](mailto:FriasRE@bv.com) or at (954) 465-6872

Sincerely,



Rafael Frias III, PE  
Vice President / East Region Area Director  
Black & Veatch

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Blue Frontier, which is a design and manufacturing firm specializing in patents and new design of liquid desiccant air conditioning technology located in Boca Raton, Florida and is a Consortia Member, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort.

To support the consortium leader, Miami Dade County, and The Climate Ready Tech Hub, Blue Frontier commits to collaborating with institutions, workforce development organizations, and design firms to support commercialization and market validation of the regional and technologically-unique climate solution that we design and manufacture.

This commitment will achieve 5 field demonstrations with performance data validation completed by Q2-2026. The total commitment value is \$90,000.00.

(i.) Specific actions that will be taken as part of this commitment include:

- Provide (5) production prototype production units that are ready for installation by a Hub partner.
- Support the implementation partner who would be responsible for site selection, project planning, design, permitting and installation of each unit.
  - The in-kind match value of professional services is \$10,000
- With approval from host sites, share data from the (5) demonstrations to use for case studies, white papers, workforce training, and policy innovation.
- Improve training and equipment selection tools to bolster workforce development, facilitating widespread adoption. Engineering: mechanical engineering, information technology
  - The in-kind match value of professional services is \$10,000
- HVAC standards - Develop the relationships in order to revise and incorporate liquid desiccant technology into existing building regulations and standards. Currently, liquid desiccant technology is not defined under any standard which creates major barriers to scale technology.
  - The in-kind match value of professional services is \$10,000
- Purchase manufacturing equipment for increased production
  - The in-kind match value of manufacturing equipment is \$50,000.
- Support the development of the Construction work package for design and install of Blue Frontier equipment.
  - Support and train field service provider
  - Evaluate and Validate:
    - System Efficiency

- Energy Savings (kWh)
- Peak Load Shaping (kW)
- Comfort (temperature, humidity)
- Health (% Fresh air, VOC, CO2, PM)
- GHG impact
- Document field service provider and customer experience
- The in-kind match value of professional services is \$10,000.

(ii.) Responsible Parties who will ensure commitment is met are:

- Duncan Bruce
- Daniel Betts

(iii.) Metrics of success that will be measured:

- Deliver and supply of (5) units
- Minimum of (5) case studies or (1) per host site, white papers published
- 2X of production capacity increased due to optimized manufacturing facilities.
- 50 hours creating training and equipment selection tools
- 50 hours collaborating on policy innovation.

(iv.) Timeline of commitment and application period progress:

- Q1-2025 - Q2-2026
- Immediate steps taken during the Phase 2 application period are:
  - Collaborating on project design and building relationships with other organizations in the Consortia.

(v.) Clarification on new activity or a continuation of a previous effort?

- This is a continuation of our current growth plan.

**Sincerely,**

DocuSigned by:  
  
Dr. Daniel A. Betts / CEO  
Blue Frontier Inc.  
[www.BlueFrontierAc.com](http://www.BlueFrontierAc.com)



MONICA CEPERO, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7354 • FAX 954-357-7360

February 15, 2024

The Honorable Gina M. Raimondo  
US Secretary of Commerce  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

**RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub**

Dear Madam Secretary:

I am writing on behalf of Broward County, Florida, to share support for the Climate Ready Tech Hub, Phase 2 application, in response to the Economic Development Administration's (EDA) Regional Innovation and Technology Hub opportunity. Broward County is committed to working as a catalyst for climate resilience policy, planning, innovation, and investments within Broward County and regionally. This commitment will achieve enhanced private/public partnerships furthering resilience policy and planning, expanded resilient infrastructure investments, and alignment of Tech Hub priorities with County and regional strategic plans.

Specific actions to be undertaken as part of this commitment include:

- Supporting the convening of a regional resilient development work group to identify opportunities for integrating innovation in resilient redevelopment approaches and strategies.
- Incorporating Tech Hub priorities and opportunities into an update of the Broward County Climate Change Action Plan (2025), as appropriate.
- Furthering policy innovation and action to facilitate permitting and incentivize installation of blue-green infrastructure, novel seawall materials and forms, coral infrastructure, and artificial reefs in coastal waters by participating in the Policy & Entrepreneurship Working Group as subject matter expert to develop the 'Florida Standards' for coastal defense and resilience and climate ready energy.
- Convening private and public sector partners to support commercialization and scaling, building on work Broward County has staffed through the four-county Southeast Florida Regional Climate Change Compact ("Compact") and convening regional and county-specific economic resilience work groups.
- Developing a 2050 Net Zero strategy to guide Broward County and community-wide planning and investments, anticipated to spur additional innovation investments.
- Pursuing State and Federal funding and project authorizations to support resilient infrastructure investments, such as flood risk reduction and shoreline protection.
- Serving as the lead applicant for the regional Climate Pollution Reduction Grant being advanced by the Compact.

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine  
[www.broward.org](http://www.broward.org)

MDC061

Page 1 of 2

Secretary Gina M. Raimondo  
RE: EDA Regional Innovation and Technology Hub  
February 15, 2024

- Expanding investments in renewable energy projects and blue-green infrastructure at County sites and facilities through resilience planning, workforce training, infrastructure investments and building retrofits and new construction.
- Completing the County-wide Risk Assessment and Infrastructure Plan to coordinate flood and heat mitigation infrastructure improvements across municipalities and water districts to address predicted future climate conditions.

Responsible parties, in addition to other key staff and partners, who will ensure commitments are met include:

- Broward County's Chief Innovation Officer, Mr. Leonard Vialpando, P.E.
- Broward County's Chief Resilience Officer, Dr. Jennifer Jurado

Metrics of success that will be measured:

- # of private/public sector partners engaged
- # of regional economic resilience convenings
- # of renewal energy projects completed
- # of meetings/workshops with state leadership, focused on preserving local capacity in resilience policy, guidance, standards, etc.
- \$ of funding awarded to support resilient infrastructure.
- # of policy/plans implemented to support climate resilience

Timeline of commitment and application period progress:

- Complete Climate Pollution Reduction Grant submission by March 2024.
- Develop a 2050 Net Zero Plan by June 2025.
- Complete the Broward Resilience Plan by September 2024.
- Complete update of the Broward County Climate Action Plan by June 2025.
- Immediate steps to be taken during the Phase 2 application period include regional policy effort via the Compact and integration of Tech Hub priorities in regional plans.

Broward County's commitment is a continuation of its support of the Climate Ready Tech Hub, Phase 1 application (formerly, South Florida Climate Resilience Tech Hub). The County is pleased to restate its support for and continuation as a regional partner in climate resilience and innovation consistent with the Phase 2 application. Recently announced as the 101<sup>st</sup> member of the Resilient Cities Network, Broward County is enthusiastic to serve as a partner in climate and community resilience and to use our experience and resources as a catalyst for change.

Sincerely,



Monica Cepero  
County Administrator

cc: Broward County Board of County Commissioners  
Michael W. Ruiz, Assistant County Administrator  
Lenny Vialpando, Director and Chief Innovation Officer, Resilient Environment Department  
Dr. Jennifer Jurado, Deputy Director and Chief Resilience Officer, Resilient Environment Department



February 16th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Carbon Limit Co. which is a Prop Tech company that created a technology called Captucrete that goes into concrete as an admix or as a partial replacement for cement in the concrete mix (SCM) giving it the ability to capture and permanently store Co2 directly from the atmosphere located in Boca Raton FL and is a Consortia Member, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort.

To support the consortium leader, Miami-Dade County, and the Climate Ready Infrastructure Component Project, Carbon Limit Co. will make an In-kind match to include staff time, equipment use, and other resources to support the successful implementation of the proposed project activities.

This commitment will achieve the deployment and commercialization of Carbon Limit's technology Capturecrete by 2028 and support of the local infrastructure startups/companies to scale their technologies. The total Commitment Value is \$87,265.13.

**(i.) Specific actions that will be taken as part of this commitment include:**

Commitment to Advancing Capturecrete Technology for Sustainable Concrete Solutions

At Carbon Limit, we are dedicated to revolutionizing the construction industry through innovative technologies that mitigate carbon emissions and promote sustainability. With the support of the grant, we are committed to advancing our flagship solution, Capturecrete, over the next five years to address the urgent challenges posed by climate change.

Specific Actions and Commitments:

Acceleration of Capturecrete Technology Commercialization through Carbon Limit's team - Total 5 year Salary & Fringe is \$65,492.10 or yearly \$13,098.42 for 5 years

- Conduct extensive field testing and validation of Capturecrete's effectiveness in capturing CO2 directly from the atmosphere.
- Develop comprehensive case studies and white papers, including financial analysis, to showcase the environmental and economic benefits of Capturecrete.
- Scale up production of Capturecrete additives and optimize manufacturing processes for scalability and commercialization.
- Manage project logistics, including design, permitting, and coordination of installation/construction activities.



- Conduct thorough ecological assessments and implement robust data tracking and monitoring systems.

Facilitation of Research and Development Access: Travel: \$6,308.80 total for 5 years or annually \$1261.76.

- Collaborate with private sector R&D facilities to accelerate the commercialization of Capturecrete technology.

Equipment and Supplies: \$10,413.10 for year 1 and to be used in the 5 year term.

- Purchase state-of-the-art equipment for testing of Capturecrete additives and concrete formulations.

Forgone Indirect Costs: \$5,051.13 over 5 years.

Through these concerted efforts, Carbon Limit aims to accelerate the adoption of Capturecrete technology, drive innovation in the construction sector, and contribute to global efforts to combat climate change.

(ii.) Responsible Parties who will ensure commitment is met are:

- Dr. Jitendra Jain - Lead Scientist
- CEO Tim Sperry
- Material Scientist Director - Kho Verian
- Business Development Director - Angel Pedroza
- Material Scientist - Gauthier Drucozet
- AI/ML Research Scientist - Hyungmin Lee

(iii.) Metrics of success that will be measured:

- License the Capturecrete technology to 5 producers and manufacturers per year in the United States that will translate for at least 1 million Tons of Co2 removed from the atmosphere

(iv.) Timeline of commitment and application period progress:

- 2025-2030

(v.) These commitments are a continuation and evolution of our work on the Capturecrete technology and new technologies with new additions of cross-collaboration with research institutions and workforce initiatives with industry partners in the Tech Hub.

Sincerely,

*Angel Pedroza*

Angel Pedroza  
angel@carbonlimit.com  
901 NW 35th St  
Boca Raton FL 33431



U.S. Department of Commerce Economic  
Development Administration 1401 Constitution  
Ave. NW  
Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo,

I am writing on behalf of Space-Eyes, LLC, which developed the core technology CATE (Computer Assisted Threat Evaluation) and NASA contracted Fire Watch. We are based in Miami Florida developing cutting edge sensor fusion technology to address Disaster Mitigation. Space-Eyes, LLC has expressed an interest in supporting the consortium leader, Miami Dade County, and The South Florida Climate Resilience Tech Hub. Space-Eyes, LLC commits to providing near real-time Geospatial data and cutting edge technical assistance towards addressing rise in sea temperatures and levels detrimental to the South Florida coastline and ecosystem.

Our commitment to collaborate, for example, with the Atlantic Oceanographic and Meteorological Laboratory (AOML) at NOAA, will help find solutions for the coral reefs suffering from heatwaves and the El Niño effect. Through our Satellite Imagery and integration, we aim to map out coastal water temperatures, harmful algae blooms, illegal fishing activities, and sanctuary regions, ensuring homeland security and promoting coral growth. This commitment aligns with Miami's Tech Hub and Coastal Resilience objectives, aiming to mitigate continued damage to the coastline and ecosystem. Additionally, we will provide a safe space for students and Miami's tech hub partners to meet and collaborate during open office hours at our Miami-based office.

- i. Specific actions that will be taken as part of this commitment include:
  - Primary Commitment shall include building temperature models along the Gulf Stream Secondary Commitment shall include Coral health data being incorporated into the models.
- ii. The Parties that shall ensure the commitments are met are: Jatin S.  
Bains, Maritime Subject Matter Expert  
Aiden Johnson, Data Scientist
- iii. Metrics of Success include:
  - Access to NOAA Data
  - Access to Coral Health data for making Key recommendations to the Tech Hub
- iv. Achieve innovation through AI/ML modeling of Earth Observation data.
- v. Timeline for the commitment are:
  - Primary Commitment is to submit Project plans by 2Q 2024. Secondary Commitment is to execute initial models by 4Q 2024.
- vi. Immediate steps taken during the Phase 2 application period are:
  - Build a Modeling Platform integrated with data sources.
  - Compare the Model results with the ground truth.
  - Deliver risk mitigation strategies for improvement of Coral health.
- vii. Clarification on new activity or a continuation of a previous effort?
  - This effort shall be technology enhancements on previous DoD and NASA efforts.

Sincerely,



Jatin Bains  
Chief Executive Officer, Space-Eyes™ - Channel Logistics  
Jatin@spaceeyes.com  
+1 (856) 397-6438

MDC065



3802 NE 207th Street, Suite 2703  
Aventura, FL 33180  
(305)776-4576

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Charybdis, LLC, a marine energy company located in Aventura, FL and a **Hub Partner** with Miami-Dade County and the Climate Ready Tech Hub.

Our company is dedicated to producing marine turbines that can harness river, tidal, or ocean currents. For example, our core technology enables carbon-free electrical power generation from flowing rivers despite the significant challenge of waterborne debris that has thwarted competing designs. Our device incorporates compliant blades, a slender generator body, and an above water mooring system that could significantly reduce impact damage and considerably increase operating times and power output. Charybdis plans to deploy its TRL7+ marine energy system at the hub's deployment and demonstration site to advance our product to TRL8+ status, facilitating our scalability and readiness for commercialization. In addition, if awarded, Charybdis will make an in-kind match of personnel time to assist with further development of a regional marine energy ecosystem and assist with targeted workforce development efforts of the hub.

This commitment will achieve an understanding of the energy production performance of our system in an ocean environment by 2030. **The total Commitment Value is at least \$20,000 per year, or \$100,000 over all five years.**

(i.) Specific actions that will be taken as part of this commitment include:

- Provide TRL 7 marine energy systems for deployment at regional hub sites to progress our technology to TRL8+ and educate investors and the public about commercial opportunities in marine energy. - **The in-kind match value of our staff time is \$10,000 per year.**
- Participate in marine energy ecosystem regional development working groups to specify original equipment manufacturer needs that align with the marine energy supply chain. - **The in-kind match value of our staff time is \$5,000 per year.**
- Participation in the Workforce Working Group by collaborating on developing new specialized training and certificate programs related to marine energy and our company needs. - **The in-kind match value of our staff time is \$5,000 per year.**
- Charybdis commits to offering equal opportunities to disadvantaged and under-served workers for future hires as the company grows and expands.

(ii.) Responsible Parties who will ensure commitment is met are:

- Bruce Heafitz - Founder & President

(iii.) Metrics of success that will be measured:

- # of units deployed that demonstrate the evolution of our technology to TRL 8+.
  - Enhanced technological readiness of our innovations through rigorous testing and validation in open water environments.
  - Generation of empirical data and insights to inform product optimization and development iterations.
- 30% increase in market and public awareness of our products and marine energy commercial opportunities.
  - Strengthened credibility and market acceptance of our technologies, leading to increased investor interest and potential partnerships.
- Ensure regional marine energy supply chain alignment with our product needs and reduce our costs by sourcing locally by 20%.
  - Expansion of our company's workforce and infrastructure to support the scaling up of operations and production capabilities.
- 30% greater success rate with federal technology and market development opportunities for our products.
  - Progression towards commercialization stage, with a clear pathway for product deployment and market penetration.

(iv.) Timeline of commitment and application period progress:

- 5 years (until 2030)
- Immediate steps taken during the Phase 2 application period are:
  - Establish scope and timelines for deployment
  - Project planning and technology preparation
  - Deployment and outreach
  - Participation in Hub working group(s) and regular Hub meetings
  - Provide workforce development efforts with needs and marine energy specific guidance

(v.) Clarification on new activity or a continuation of a previous effort?

- new activity

Sincerely,



**Bruce Heafitz**  
Founder and President  
**Charybdis, LLC**  
3802 NE 207TH ST STE 2703  
AVENTURA, FL 33180  
<https://charybdis.energy/>

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of The CIO Council of South Florida, which houses 40+ senior technology executives from the South Florida region inclusive of Broward, Miami-Dade, and Palm Beach County, and is a Hub Partner.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, The CIO Council of South Florida will make policy commitments to the Governance Project and the overall Hub.

This commitment will achieve the following summary outcomes and timeline.

- (i.) Specific actions that will be taken as part of this commitment include:
  - Join the Hub's Risk Committee and advise on controls necessary for risk mitigation. The CIO Council will continuously staff a senior executive to participate on a monthly basis.
- (ii.) Responsible Parties who will ensure commitment is met are:
  - Greg Taffet, Fractional CIO
- (iii.) Metrics of success that will be measured:
  - # of risk committee meetings attended by a CIO Council member
- (iv.) Timeline of commitment and application period progress:
  - Phase 2 to end of project
  - Immediate steps taken during the Phase 2 application period are:
    - Joining the Tech Hub's weekly calls to orient CIO personnel with the operations and potential risk exposure.
- (v.) Clarification on new activity or a continuation of a previous effort?
  - The ClimateReady Tech Hub's engagement is new as of the Phase 2 application period.

Sincerely,

Greg Taffet



greg@taffet.org  
203-536-0988  
1201 S. Ocean Drive  
Hollywood, FL 33019

MDC068



## **City of North Miami Beach, Florida**

**Office of the Mayor**

**17011 NE 19 Avenue, North Miami Beach, FL 33162**

February 16, 2024

The Honorable Gina M. Raimondo, Secretary  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Washington, DC 20230

Dear Secretary Raimondo,

On behalf of the City of North Miami Beach, I am pleased to write this letter in strong support of the Climate Ready Tech Hub Phase 2 application to the U.S. Economic Development Administration's (EDA) Regional Technology and Innovation Hub Program. The application's success would mean an influx of good paying jobs and capital for the South Florida region from Monroe to Palm Beach County. The region is positioned to become the world leader in resilience readiness as the Tech Hub fosters emerging technologies and a commitment to innovation. This will ensure South Florida's diverse workforce supports critical local and national priorities while also safeguarding and defending our most precious resources.

The consortium members and hub partners that make up the Climate Ready Tech Hub span local governments, academic institutions, leading startups, companies, EDOs, and workforce and labor organizations. Exemplary members and partners include Miami-Dade, Broward, Monroe, and Palm Beach counties along with Florida International University, Florida Atlantic University, Miami Dade College, University of Miami, Florida Memorial University, the University of Florida, Watsco, Titan, Citadel, International Union of Operating Engineers LOCAL 487, and South Florida Regional Planning Council.

Climate Ready Tech Hub aims to be the global destination to commercialize and deploy resilience technology. Florida's only Tech Hub would drive economic opportunity to underrepresented communities by advancing a resilient workforce of the future and accelerating market-ready solutions through an entrepreneurial ecosystem. The Climate Ready Tech Hub will amplify innovation through collaboration with our research institutions and world class companies on the frontlines of resiliency. There is no community in the world more affected by coastal hazards than South Florida. Advancing commercialization of resilience technology through the Tech Hub will accrue significant benefits to our region and the country, leveraging federal, state, and local investments in coastal resilience and energy.

Furthermore, South Florida is the nation's second-fastest growth region for venture capital investments, and we hold the top ranking in the United States for new business formation. This inflow of investment has helped establish a robust cluster of companies, research facilities and startups focused on Sustainable and Resilient Infrastructure technologies in our region.

The Tech Hub would have a significant impact on economic development opportunities in South Florida. The investment in Climate Ready Tech Hub would support the creation of approximately 59,000 jobs by 2034 with good paying jobs in construction, scientific and technical services, retail trade and other industries. Additionally, this award could result in \$6.4 billion in GDP, with \$3.7 billion in global exports. Further, the Tech Hub is estimated to have substantial population growth for the Hispanic and Black communities and economic migration among those groups to the region.



**City of North Miami Beach, Florida**

**Office of the Mayor**

**17011 NE 19 Avenue, North Miami Beach, FL 33162**

South Florida's unique, regional resources make it a logical home for innovators looking to unlock the potential to develop, test, and scale new solutions to tackle threats. By harnessing our region's unique assets, we can navigate immediate challenges, drive economic growth, foster collaboration with neighboring markets, and accelerate the development and deployment of cutting-edge solutions that will help us address our planet's most urgent issue.

Thank you for your consideration of this letter and the Climate Ready Tech Hub's request.

Sincerely,

Mayor Evan S. Piper



City Commission

February 16, 2024

Larisa Svechin  
Mayor

Alex Lama  
Vice Mayor

Jerry Joseph  
Commissioner

Fabiola Stuyvesant  
Commissioner

Jeniffer Viscarra  
Commissioner

The Honorable Gina M. Raimondo  
Secretary  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Washington, DC 20230

Dear Secretary Raimondo,

Stan Morris  
City Manager

Mauricio Betancur  
City Clerk, CMC

On behalf of the City of Sunny Isles Beach, I am pleased to write this letter in strong support of the Climate Ready Tech Hub Phase 2 application to the U.S. Economic Development Administration's (EDA) Regional Technology and Innovation Hub Program. The application's success would mean an influx of good paying jobs and capital for the South Florida region from Monroe to Palm Beach County. The region is positioned to become the world leader in resilience readiness as the Tech Hub fosters emerging technologies and a commitment to innovation. This will ensure South Florida's diverse workforce supports critical local and national priorities while also safeguarding and defending our most precious resources.

The consortium members and hub partners that make up the Climate Ready Tech Hub span local governments, academic institutions, leading startups, companies, EDOs, and workforce and labor organizations. Exemplary members and partners include Miami-Dade, Broward, Monroe, and Palm Beach counties along with Florida International University, Florida Atlantic University, Miami Dade College, University of Miami, Florida Memorial University, the University of Florida, Watsco, Titan, Citadel, International Union of Operating Engineers LOCAL 487, and South Florida Regional Planning Council.

Climate Ready Tech Hub aims to be the global destination to commercialize and deploy resilience technology. Florida's only Tech Hub would drive economic opportunity to underrepresented communities by advancing a resilient workforce of the future and accelerating market-ready solutions through an entrepreneurial ecosystem.

The Climate Ready Tech Hub will amplify innovation through collaboration with our research institutions and world class companies on the frontlines of resiliency. There is no community in the world more affected by coastal hazards than South Florida. Advancing commercialization of resilience technology through the Tech Hub will accrue significant benefits to our region and the country, leveraging federal, state, and local investments in coastal resilience and energy.



**City Commission**

Larisa Svechin  
Mayor

Alex Lama  
Vice Mayor

Jerry Joseph  
Commissioner

Fabiola Stuyvesant  
Commissioner

Jeniffer Viscarra  
Commissioner

Stan Morris  
City Manager

Mauricio Betancur  
City Clerk, CMC

Furthermore, South Florida is the nation's second-fastest growth region for venture capital investments, and we hold the top ranking in the United States for new business formation. This inflow of investment has helped establish a robust cluster of companies, research facilities and startups focused on Sustainable and Resilient Infrastructure technologies in our region.

The Tech Hub would have a significant impact on economic development opportunities in South Florida. The investment in Climate Ready Tech Hub would support the creation of approximately 59,000 jobs by 2034 with good paying jobs in construction, scientific and technical services, retail trade and other industries. Additionally, this award could result in \$6.4 billion in GDP, with \$3.7 billion in global exports. Further, the Tech Hub is estimated to have substantial population growth for the Hispanic and Black communities and economic migration among those groups to the region.

South Florida's unique, regional resources make it a logical home for innovators looking to unlock the potential to develop, test, and scale new solutions to tackle threats. By harnessing our region's unique assets, we can navigate immediate challenges, drive economic growth, foster collaboration with neighboring markets, and accelerate the development and deployment of cutting-edge solutions that will help us address our planet's most urgent issue.

Thank you for your consideration of this letter and the Climate Ready Tech Hub's request.

Sincerely,

Larisa Svechin  
Mayor  
City of Sunny Isles Beach



# City of Miami, Florida



ARTHUR NORIEGA, V  
CITY MANAGER

P.O. BOX 330708  
MIAMI, FLORIDA 33233-0708  
(305) 250-5400  
FAX (305) 250-5410

February 20, 2024

Gina M. Raimondo, Secretary  
U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW, Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo:

I am writing on behalf of **the City of Miami (the City)**, a local municipality within Miami-Dade County and consortium member of the South Florida Climate Tech Hub (Tech Hub), to express our full commitment to executing our roles, responsibilities, and commitments related to the Tech Hub's effort. The City has an extensive history of partnership with Miami-Dade County, the consortium leader, especially on climate resilience and is eager to expand this partnership further. The City has worked closely with the County since 2015 on climate matters when our two municipalities joined forces with City of Miami Beach to create the Greater Miami and the Beaches partnership and were recognized and awarded funding by the Rockefeller Foundation as part of the 100 Resilient Cities program. In the co-developed Resilient305 strategy, we identified goals of diversifying our economy, making it more inclusive, and leveraging the region's climate resilience challenges and municipal spending to invest into a growing sector. As such, we enthusiastically support the work of Miami-Dade County and the Tech Hub and plan to participate with the following currently identified project commitments:

- The City will commit personnel to help guide, support, and/or participate in Governance formation and in-market research for the Tech Hub.
  - The in-kind match value of personnel is \$100,000.
- The City will review and integrate applicable consortium strategies to enhance the skills of the local workforce and expose our residents to the climate tech industry to develop a more prepared workforce for the anticipated increase in green jobs.
- The City will commit to designing and implementing shared policies that align with other municipalities in the South Florida region to create parity in supporting sustainable infrastructure.
  - Collaborate with academic institutions and other municipalities on developing a cost benefit analysis of new green-gray infrastructure compared to conventional strategies.
  - The in-kind match value of personnel time towards the working group is \$200,000.
- The City will commit to coordinating and/or integrating elements of its ongoing projects in coastal resilience to meet the challenge of climate change, while integrating new policies that combat flooding, reduce coastal erosion, and enhance sustainability of City of Miami property, facilities, and its community.
  - Reviewing Current capital projects that amount to \$50M+ for future inclusion of Hub Technologies in the planning and design phase of the consortium's future efforts.

MDC073

These commitments will place the City of Miami, and similarly situated municipalities, in a position to launch demonstration projects through our capital projects and implement resilience focused policies that lead the nation in sustainable infrastructure integration within the next ten years, valuing the City's in-kind commitment to a total of \$300,000 in committed value by December 2025.

The City is investing heavily into its climate resilience via the \$400M Miami Forever General Obligation Bond, which has funds allocated to five key categories that align with the City's most pressing needs: Sea-Level Rise and Flood Prevention, Roadways, Parks and Cultural Facilities, Public Safety, and Affordable Housing focus is also placed on planned capital investments and innovative technologies and practices, endorsed by the Tech Hub. Of these near-term capital projects, the City has identified two signature resilience projects 1) the Jose Marti Park Seawall, Shoreline, and Flood Improvements project and 2) the Brickell Bay Drive Seawall, Drainage and Road Improvements project, with a combined cost of over \$50M, that could potentially utilize climate technology spearheaded by the Tech Hub. These commitments will assist the Tech Hub in creating a policy framework that aligns with the region's climate innovations, coordinated implementation of capital projects that support designated projects, further research on the regional green/climate technology market, provide guidance on startup engagement and programming, support convening regional public and private partners for specific climate solutions, and identification of potential funding sources.

Mr. Keith Carswell, Chief Economic Development Officer, Mr. Erick Gavin, Executive Director of Venture Miami and Ms. Sonia Brubaker, Chief Resilience Officer & Director of the Office of Resilience and Sustainability will be the points of contact from the City to ensure that communication, support, and transparency are consistent as the consortium grows.

Venture Miami is an office within the City of Miami focused on improving the City's standard of living through the creation of jobs, support for innovation, increase in wealth, and an overall improvement of quality of life powered by investments in and the expansion of Miami's tech sector. The Office of Resilience and Sustainability works to develop and implement strategies to strengthen the resilience and sustainability of Miami's residents, infrastructure, economy, and natural systems through internal and external partnerships. ORS stewards the City's climate action plans including the City's actions to achieve carbon neutrality by 2050. Through this interdepartmental partnership we hope to utilize technology to support the City's climate adaptation and carbon mitigation goals and leverage our human and financial capital to promote economic opportunity for all in South Florida.

Sincerely,



Arthur Noriega, V  
City Manager

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

**RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub**

Dear Secretary Raimondo,

I am writing on behalf of Denrgy, a renewable microgrid firm that designs, develops, finances, and operates resilient distributed energy generation and storage networks, located in Miami, FL, and is a Hub Partner. Our platform provides end-to-end solutions, helping our municipal and tribal partners transition to sustainable and resilient energy, reduce emissions, and qualify for incentives. The team at Denrgy has extensive experience in Renewable Energy Development, Project Finance, and Engineering, spanning decades.

We are excited to work with the consortium to bring our expertise in renewable microgrid design, development, and financing to build a model for these projects that can be replicated and scaled. We are a South Florida-based company that was started to bring the experience and knowledge learned at a prior New York company, Microgrid Networks, to our home, where climate risks are extreme, and we deeply desire to see these solutions implemented to protect our community.

Our team, led by co-founders Monty Bannerman and Greg Clark, brings a wealth of experience and proven success in the renewable energy and finance sectors, respectively. Monty's extensive background in the renewable energy and telecommunications sectors and his leadership in deploying integrated renewable energy systems for extreme weather resilience positions him as a pivotal figure for this initiative. Greg Clark's extensive experience in finance, including project finance and raising capital for renewable energy projects, complements Monty's technical and operational expertise.

Denrgy's focus, if awarded grant funding, will be twofold.

1. The pre-development of model solar, storage, and EV charging microgrid on the Florida Memorial University campus, and other Hub demonstration sites.
  - a. The scope includes a feasibility study, design, engineering, permitting, utility interconnection strategy, financial structuring, workforce training, community engagement efforts,
2. Advancing to a working prototype, a "Chillshelter". Chillshelters are a microgrid node that generates and stores energy and provides cooling services. They are designed to be modular, giving maximum use case flexibility to help cool communities where extreme heat is a growing deadly threat.

- a. The scope includes design, engineering, student collaboration, prototype development, and strategic planning for local manufacturing.

To support the consortium leader, Miami-Dade County, and The Climate Ready Tech Hub, Denrgy will participate in the following In-Kind project commitments:

- In-kind match for the Policy & Entrepreneurship Project \$50,000
- In-kind match for the Workforce Project \$50,000

This commitment will achieve the commercializing and deployment of building energy efficiency and grid solutions by 2030. The total Commitment Value is \$100,000.

- Participation in the Policy & Entrepreneurship Working Group as subject matter expert to develop the 'Florida Standards' for climate-ready energy. The in-kind match value of our staff time is \$10,000.00 per year.
- Participation in the Workforce Working Group by collaborating on developing new specialized training and certificate programs related to the Microgrid Projects. The in-kind match value of our staff time is \$10,000.00 per year.

Metrics of success that will be measured:

- # of consulting hours for pre-development of demonstration site infrastructure.
- # of "Chillshelters" deployed at Hub demonstration sites.
- # of hours of technical assistance delivered as a subject matter expert to develop the 'Florida Standards for climate-ready energy.
- # of training modules generated related to the installation of microgrids.

Timeline of commitment and application period progress:

- 2025-2030
- Immediate steps taken during the Phase 2 application period are:
  - Begin feasibility study
  - Contribute to the Policy & Entrepreneurship Working Group and the Workforce Working Group

Clarification on a new activity or a continuation of a previous effort?

- new activity

Denrgy is dedicated to advancing the Climate Resilience Tech Hub with our expertise and resources in partnership with Miami-Dade County and the EDA. We aim to enhance climate resilience and promote sustainable growth. Working together, we strive to broaden the use of resilient technologies such as solar power and energy storage, ensuring greater security and economic prospects for all residents of South Florida.

Sincerely,



Gregory Clark

Co-Founder

Denrgy LLC

[greg@denrgy.com](mailto:greg@denrgy.com)

305-305-3909

**Engineering Technologies, LLC, 924 Lytle St, West Palm Beach, FL 33405**

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Engineering Technologies, a Marine Energy Company in West Palm Beach Florida. The company is a Hub Partner.

Engineering Technologies was founded in January of 2019 and the company is committed to developing innovative consumer products that promote a clean and sustainable ocean environment. The company developed a prototype of a small-scale wave energy converter (WEC) in 2021 with funding from the National Science Foundation. The product, known as the Platypus, is being designed to power emergency equipment, navigational equipment, and entertainment equipment by harvesting wave energy. The WEC technology used in the Platypus has recently been scaled to fit within the hull of a small electrically powered autonomous underwater vehicle (AUV). The product, known as the Platypus Prowler, recharges by ocean waves and is being developed to study the health of the oceans and forecast the formation of potential hurricanes.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, Engineering Technologies will deploy its TRL 6+ product at the hub's deployment and demonstration site to advance our product to TRL 7+ and allow us to scale to market. In addition, Engineering Technologies will make an in-kind match of personnel time to assist with further development of a regional marine energy ecosystem and assist with targeted workforce development efforts of the hub.

This commitment will achieve an understanding of the energy production performance of the Platypus in an ocean environment by the end of 2025 and the ocean wave recharging capabilities of batteries within the Platypus Prowler by the end of 2026. The total Commitment Value is roughly \$50,000 over the course of two years.

(i.) Specific actions that will be taken as part of this commitment include:

- Provide TRL 6/7 marine energy systems (Platypus and Platypus Prowler) for deployment at regional hub sites to progress our technology to TRL 7+ and educate investors and the public about commercial opportunities in marine energy.
  - The in-kind match value of our staff time is \$12,500.00 per year.
- Participate in marine energy ecosystem regional development working groups to specify original equipment manufacturer needs that align with the marine energy supply chain.
  - The in-kind match value of our staff time is \$6,250.00 per year.
- Participation in the Workforce Working Group by collaborating on developing new specialized training and certificate programs related to marine energy and our company needs.
  - The in-kind match value of our staff time is \$6,250.00 per year.
- Engineering Technologies commits to offer equal opportunities to disadvantaged and under-served workers for future hires as the company grows and expands.

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- (ii.) Responsible Parties who will ensure commitment is met are:
- Mark Supal, CEO of Engineering Technologies
- (iii.) Metrics of success that will be measured:
- Demonstrated evolution of the Platypus and Platypus Prowler to TRL 7+.
  - 30% increase in public awareness of our products and marine energy commercial opportunities.
  - Ensure regional marine energy supply chain alignment with our product needs and reduce our costs by sourcing locally by 20%.
  - 50% increase in private investment exposure.
  - 30% greater success rate with federal technology and market development opportunities for our products.
- (iv.) Timeline of commitment and application period progress:
- 2 years (until 2027)
  - Immediate steps taken during the Phase 2 application period are:
    - Establish scope and timelines for deployment.
    - Project planning and technology preparation.
    - Deployment and outreach.
    - Participation in Hub working group(s) and regular Hub meetings.
    - Provide workforce development efforts with needs and marine energy specific guidance.
- (v.) Clarification on new activity or a continuation of a previous effort?
- new activity

Sincerely,



Mark Supal  
CEO, Engineering Technologies, LLC  
marksupal@yahoo.com  
Phone: 313 938 4172

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo,

I am writing on behalf of Facade and Envelope Engineering Consultants, LLC, which is a Building Envelope Consulting and Engineering firm based in Davie, FL. Facade+Envelope was established in January 2013 and currently employs a team of seventeen (17) engineers, architects, consultants, field technicians and support staff. Our goal is to **ensure that people Live, Work, Learn and Play better by improving** the design and construction of the **Built Environment**.

We specialize in the **entire building envelope from waterproofing (below and above grade), wall coatings, stucco, exterior cladding systems and roofing**. We have assembled a team of engineers and specialists with decades of experience.

As Facade Consultants, we are involved in the **structural design of curtain walls, free-spanning glass walls, glass mullions and point supported systems**. Our expertise also includes design of specialty structures such as metal and glass canopies and railings. Where required, our designs are compliant with Hurricane and Flood resistance standards.

We are equipped with a **Miami-Dade Certified mobile laboratory** capable of performing various ASTM and AAMA field tests including air and water infiltration.

To support the consortium leader, Miami Dade County and ClimateReadyTech Hub, Facade+Envelope commits to establishing a **new line of business** providing:

- **Building energy modeling and analysis**
- **Benchmark testing and data collection**
- **Facade and envelope systems retrofit recommendations for new and existing buildings.**

These efforts with the purpose of making **new and existing buildings** better considering:

- Energy efficiency and reduced cost of operation
- Improved user comfort
- Resiliency: designed for Hurricane and Flood resistance

(i.) Specific actions that will be taken as part of this commitment include:

- Perform **energy modeling** analyses of existing buildings based on available design information. Models shall consider:
  - The building component's properties: R-Value, U-Factor, Solar Heat Coefficient, and Air Leakage rates.
  - Glass-to-Wall ratios and Glazing orientation



- For modeled buildings, review **existing energy consumption** data and measure the performance of building components including **air and moisture infiltration** resistance. Compare collected data to the results of computer modeling.
- Analyze and **design possible exterior building component solutions**, and perform subsequent energy modeling to determine their impact on the building energy consumption. Include **comparative cost analyses** of the proposed solutions.
- Select from most impactful and cost efficient solutions and apply to **retrofit of existing buildings and to the design of new buildings**.
- Continue **commissioning** of retrofitted buildings to confirm efficacy of design solutions.
- Publish and present results of these case studies to **educate stakeholders** and help justify policy change initiatives.

(ii.) Responsible Parties who will ensure commitment is met are:

- Manuel Morales, P.E.
- Henry Huot, E.I.
- Mateo Setty, Assoc. AIA

We have been working with Jones Lang LaSalle Incorporated (JLL) (Angela Kyle) and will continue to do so as they are able to assist with the following:

- Building Energy Modelling
- Possibility of Portfolio Partners and Assets for analyses
- Lessons learned and input from ongoing Sustainability Initiatives within JLL
- Marketing and Scaling

(iii.) Metrics of success that will be measured:

- Number of retrofits completed
- Number of design solutions for different building assemblies
- **Dollar savings from energy efficiency:** Retrofit and new construction under the proposed improvements results in a net financial gain when comparing baseline construction to costs of added improvements.
- The net gain referenced above can be linked to an analyzed Return on Investment tool.


(iv.) Timeline of commitment and application period progress:

**Facade and Envelope has begun discussions with partners and will begin work in fall 2024. This is an ongoing business that will continue beyond the grant period.**

(v.) Clarification on new activity or a continuation of a previous effort?: **This is a new activity for our firm.**

Respectfully submitted,

Facade and Envelope Engineering Consultants, LLC



Manuel Morales, P.E.  
(305) 790-2542





February 19, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo:

I am writing on behalf of Florida Atlantic University (FAU), which is a Hispanic-Serving Institution of higher education, located in Boca Raton and is a Consortium Member, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hub effort.

To support the consortium leader, Miami-Dade County, and The Climate Ready Tech Hub, Florida Atlantic University will participate in the following project commitments:

- In-kind match for the Facilitation and Coordination of the Climate Ready Energy Project
- In-kind match for the Steering Committee and Governance Working Group
- In-kind match for the Workforce Working Group
- In-kind match for the Policy & Entrepreneurship Working Group

This commitment will help launch **a network of living laboratories** to equitably advance the commercialization of products and services to transform the climate resilience of South Florida's residential and commercial buildings, through advanced energy efficiency retrofits (improving heat, humidity, and water resistance) and next-generation electricity accessibility and reliability improvements (via AI-enabled micro-grids with renewables integration, and emerging renewable ocean hydropower). The total Commitment Value is **\$1,857,516.28**.

(i.) Specific actions that will be taken as part of this commitment include:

- Facilitation and coordination support of the Climate Ready Energy Project as lead entity.
  - Leveraging FAU's U.S. Department of Energy-funded Southeast National Marine Renewable Energy Center (SNMREC), develop the regional marine energy cluster for the Climate Ready Energy Project and advance AI-based smart grid resiliency technologies to market with Florida Power & Light's Center for Intelligent Energy Technologies. Develop a network of property owners in three downtown locations to commit to reducing electricity consumption. Facilitate the installation of technologies in four launchpad locations, and the production of interpretive materials about the technologies. Deliver all financial, reporting, personnel, and other administrative responsibilities of the component project. **The total cash and in-kind match value from FAU for this role is \$406,963.16.**

- Participate in the Steering Committee and Governance Working Group.
    - Practice open and secure exchange of data between Hub members and partners by committing to store data on mutually accessible platforms in order to enable data-driven decision-making and tracking of performance metrics over time. **The total cash and in-kind match value from FAU for this role is \$720,579.26.**
  - Participation in the Workforce Working Group by providing specialized training and certificate programs, offering tours for K-12 students, and collaborating on development of new academic courses with Consortia Members. **The total cash and in-kind match value from FAU for this role is \$636,767.42.**
  - Participation in the Policy & Entrepreneurship Working Group as subject matter expert to develop the ‘Florida Standards’ for coastal defense + resilience and climate ready energy. **The total cash and in-kind match value from FAU for this role is \$93,206.44.**
- (ii.) Responsible Parties who will ensure commitment is met are:
- **Colin Polsky, Ph.D.**
- (iii.) Metrics of success that will be measured:
- **Creation of 200 new skilled jobs in the region created through project, with at least 50% filled by underrepresented groups**
  - **Decrease in per capita energy consumption from built environment by 40%**
  - **Decrease in the frequency and duration of power outages in disadvantaged communities by 30%**
  - **Increase in the number of marine renewable energy projects in the region by 50%**
  - **Increase in the number of South Florida-based companies participating in the resilient energy value chain with at least being 20% minority- and/or woman-owned**
- (iv.) Timeline of commitment and application period progress:
- **Timeline: January 2025 – December 2029**
  - Immediate steps taken during the Phase 2 application period are:
    - **Leadership and staff time in service to the Tech Hub Steering Committee through participation in weekly meetings and discussions, as well as collaborating and coordination with Consortium Members on the Phase 2 application design.**
- (v.) These commitments are a continuation and evolution of our work in Climate Resilience.

Sincerely,

*Muriel Industrious*

Muriel Industrious  
 Associate Director, Sponsored Programs  
 Florida Atlantic University  
 777 Glades Rd.  
 Boca Raton, Florida 33431



U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Avenue, N.W.  
Suite 71014  
Washington, D.C. 20230

February 20, 2024

Dear Secretary Raimondo:

On behalf of the Florida Defense Alliance, I write in support of the South Florida Climate Ready Tech Hub and its efforts to become a global technology leader in an area that is so critical to our military and national security. Given the impact of climate risks to Department of Defense readiness, operations and infrastructure, this challenge is just the kind that the many collaborative capabilities resident in South Florida are positioned to lead on and resolve.

Our organization, the Florida Defense Alliance (FDA), was created by Florida Statute 288.980(1)(b) to ensure that Florida, its resident military bases and missions, and its military host communities are competitive for strategic basing decisions. The FDA's mission is to identify and coordinate the plans, engagement, and public awareness necessary to provide statewide leadership and support to defense related people, installations, and missions throughout Florida.

FDA's partner/member organization in South Florida, the South Florida Defense Alliance (SFDA) is a member of the Tech Hub consortium. SFDA's foresight recently led the way in developing a robust DoD-funded Military Installation Resilience Review (MIRR) program across Florida with multiple studies either completed, underway or in development. Their innovative approach to apply lessons from the MIRRs and leverage those in the proposed new RESWERX incubator/accelerator efforts will not only expand the defense tech ecosystem in the region, but across the state and to the benefit of the entire nation.

South Florida is already well-established as a global leader in resilience and adaptation to climate risks in both the civilian and academic arenas; this proposal boldly aims that leadership now in the direction of national security! FDA enthusiastically supports the application of the South Florida Climate Ready Tech Hub.

Sincerely,

A handwritten signature in blue ink that reads "Kellie Jo Kilberg". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Kellie Jo Kilberg  
Chair, Florida Defense Alliance



401 SW Second Street  
Fort Lauderdale, FL 33312  
Phone: 954.467.6637  
mods.org

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February 12, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo:

I am writing on behalf of the Museum of Discovery and Science (MODS), a 501 (c) 3 recipient of the *2023 National Medal for Museum Service*. MODS has assumed the leadership role in addressing environmental issues relevant to the community. Through permanent exhibits, public programs, STEM-based outreach, annual science festival, paid internships and major community events we champion public engagement, education and action for environmental sustainability and resilience, as well as foster solutions to help mitigate the impact of climate change.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, MODS commits to expand its services to the entire South Florida region and its partnerships with the Frost Museum of Science in Miami and Cox Science Center in Palm Beach through implementation of five major Equity-Driven Community Engagement and Workforce components:

- Installation and interpretation of tech innovations in the Museum's new **Build a Better World** permanent exhibition, enabling MODS to serve as the Tech Deployment Testbed for both Florida Atlantic University's *Climate Ready Energy* and Florida International University's (FIU) *Coastal Defense & Resilience* vertical initiatives. *Build a Better World* will impact 500,000 visitors annually from all 50 U.S. states.

***In-Kind Value of Build a Better World Exhibit Space at MODS:***

**\$60,000 annually; \$300,000 over five years**

Based on comparable square footage facility rental at Museum.

***In-Kind Value of Exhibit at Frost Museum of Science and Cox Science Center:***

**\$200,000 annually (\$100,000 per museum)**

- Highlight research and innovation from universities, corporate partners and the climate tech industry through a *Climate Ready Tech Showcase and Pitch Night* featured at the Museum's annual **Visit Lauderdale Science Festival**, a free event attracting 11,000 patrons annually.

***In-Kind Value of Climate Ready Tech Showcase and Pitch Night:***

**\$25,000 annually; \$125,000 over five years**

Coordination of *Climate Ready Tech Showcase and Pitch Night* during annual *Visit Lauderdale Science Festival* by Museum's Senior Director of Special Events and Special Events Associate.

***In-Kind Value of Partnership with Frost Museum of Science and Cox Science Center:***

**\$50,000 annually; \$250,000 over five years**

Expansion of *Climate Ready Tech Showcase and Pitch Night* delivered at Frost and Cox during MODS' annual *Visit Lauderdale Science Festival*. \$25,000 annually at each museum.



Sharing the vision through leadership investing





401 SW Second Street  
Fort Lauderdale, FL 33312  
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mods.org

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Jean-Pierre Turgot  
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Ben Wesley

- Provide environmental sustainability themed content, including solar energy, environmental engineering and coastal resilience delivered through a fleet of five **STEMobiles** serving 60,000 youth and adults annually. Through more than 30 existing partnerships with Title 1 schools, hospitals, community centers and youth organizations, 83% of **STEMobile** programs are delivered at no cost to underserved communities. A robust, age-appropriate evaluation program tracks science engagement, student interest in STEM career paths and other KPIs.

***In-Kind Value of STEMobile Delivery by MODS:***

**\$97,300 annually; \$486,500 over five years**

Delivery of STEMobile environmental sustainability-related programs by MODS STEM Educators.

***In-Kind Value of STEMobile Delivery by Frost Museum of Science and Cox Science Center:***

**\$50,000 annually; \$250,000 over five years**

Delivery of STEMobile environmental sustainability-related programs to 2,500 youth by both Frost and Cox Science (\$25,000 per museum).

- Continue to implement **EcoExplorers**, a paid workforce development internship for 80 high school students with a focus on environmental sustainability. **EcoExplorers** is a member of the **NSF STEM Push Network** and an inaugural member of the **Climate Toolkit Youth Network**. Interns participate in all exhibits, programs, outreach and events related to the Climate Ready Tech Hub. Metrics and evaluation tools such as Pre/Post Assessments, Employability Skills Survey and Ecological Belonging Activity are conducted within the internship process.

***In-Kind Value of EcoExplorers Paid Internship:***

**\$136,160 annually; \$680,800 over five years**

The number of annual intern positions is based on available donor funding secured prior to the start of each cohort. Multi-year funding has been secured from donors to accommodate a minimum of 60 interns annually. With Climate Ready Tech Hub support we can provide an additional 20 paid internship positions at a cost of \$6,808 per intern annually (\$6,808 x 20 additional interns = \$136,160).

- Support of the FIU's International Hurricane Research Center and Florida Division of Emergency Management through implementation of **Eye of the Storm**, a free, annual event attracting 5,000+ participants, showcasing how our community can prepare for extreme weather events and highlighting climate tech innovations, from flood barriers to roofing systems.

Joe Cox, President & CEO, will ensure that MODS provides equity-driven community engagement in support of the Climate Ready Tech Hub's commitment to Governance, Workforce, Coastal Resilience and Energy throughout the project period. Our work with internal and third-party evaluators will measure metrics, including attendance, engagement, learning attainment and propensity to pursue careers in STEM.

On behalf of the Museum of Discovery and Science, I am honored to support and engage with the development of the Climate Ready Tech Hub.

Sincerely,

**Joseph P. Cox, President & CEO**  
954.713.0900



Sharing the vision through leadership investing



## INTERIM PROVOST OFFICE

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Resilient Ready: Global Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of the Florida Memorial University (FMU) historically black university serving 1200 students annually in Miami Gardens, Florida. FMU is a Consortia Member of the EDA designated South Florida Climate Resilience Hub, has read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort.

To support consortium leader Miami-Dade County and the Resilient Ready: Global Tech Hub, FMU commits to support across the energy, policy & entrepreneurship, workforce, and governance projects.

In addition, FMU commits testing and validating energy efficiency technologies and grid solutions on campus through a Learning Laboratory with complementary workforce development and policy innovation. The total Commitment Value is at least **\$1,200,000.00**.

(i.) Specific actions that will be taken as part of this commitment include:

- Use of the Smith Conference Center (and emergency shelter) for technology demonstration, including installation of energy efficient building technologies for the Climate Ready Energy Project.
  - The in-kind match value of time from personnel, and operational time in our facility is **\$240,000.00**.
- Collaborate with other academic institutions and the Workforce Project on the development of new specialized coursework, training, and certificate or degree programs related to the Hub's Technology Projects.
- Participation in the Policy & Entrepreneurship Working Group as subject matter expert to develop the 'Florida Standard' for Climate Ready Energy.

- Participation in the Workforce Working Group by providing specialized training and certificate programs, offering tours for K-12 students, and collaborating on development of new academic courses with Consortia Members.
- Pursue funding to install solar PV and battery storage across the campus, building on feasibility and techno-economic optimization modeling from National Renewable Energy Laboratory (NREL) and its Solar Energy Innovation Network (SEIN)

(ii.) Responsible Parties who will ensure commitments are met include:

- Samuel A. Darko, Ph.D. Interim Provost & VP of Academic Affairs

(iii.) Metrics of success that will be measured:

- Kwh reduced
- # of technologies tested on campus
- # of academic researchers invited to the Learning Laboratory from other institutions
- # of new specialized training and certificate programs developed
- # of hours delivering subject matter expertise to develop the 'Florida Standard' for Climate Ready Energy.
- # of youth (K-12) touring the Learning Laboratory

(iv.) Timeline of commitment and application period progress:

- 2025-2030
- Immediate steps taken during the Phase 2 application period are: Staff time in service to the Tech Hub Steering Committee through participation in weekly meetings and discussions. As well as collaborating and coordination with Consortia Members on the Phase 2 application design.

(v.) Clarification on new activity or a continuation of a previous effort?

- Continuation of our 2-year pre-engineering program with new access for the private sector testing, expanded collaboration with regional universities, and workforce initiatives with industry partners.

Sincerely,



Samuel A. Darko

[samuel.darko@fmuniv.edu](mailto:samuel.darko@fmuniv.edu)

(305) 626-3157

15800 NW 42nd Ave, Miami Gardens, FL 33054



February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready: Global Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of The Phillip and Patricia Frost Museum of Science (Frost Science) a leading science museum dedicated to sharing the power of science, sparking wonder and investigation, and fueling innovation for the future and a Consortia member of the Climate Ready Tech Hub. Sitting on four acres, the 250,000-square-foot museum is divided into four distinct buildings: the Frost Planetarium, Aquarium, and the North and West Wings. At Frost Science, visitors can explore the world of science, technology, engineering, and math (STEM) in an experiential setting with interactive exhibitions and unique shows. Frost Science serves 725,000 people a year and has organized events with various non-profits, universities and community organizations throughout Miami-Dade County.

To support the consortium leader, Miami-Dade County, and Resilient Ready: Global Tech Hub, Frost Science will make Policy commitments to the Workforce and Climate Ready Energy Projects.

This commitment will expand the reach of the Museum of Discovery and Science's (MODS) STEMobile program to serve the entire South Florida region by 2025. Additionally, this commitment will expand Climate Tech resilience programming and exhibitions into Miami-Dade County.

(i.) Specific actions that will be taken as part of this commitment include:

Collaborating effectively with MODS to co-develop or strategically align existing initiatives such as:

- Implementing and developing a community engagement program as an extension of the MODS STEMobile program, focusing on environmental sustainability themed content, including solar energy, environmental engineering and coastal resilience.





- Hosting Family Fun Festival (a Frost Science event) as a partner event to the MODS Science Festival through a lens of climate tech solutions, to engage with families throughout the Miami-Dade and larger South Florida community.
- Developing opportunities for high school students to learn about, explore and research Climate Tech and solutions through integrating concepts into our existing BioTech and Upward Bound Math and Science programs. This specific initiative will build upon MODS high school level internship program offerings to support workforce development.
- Design and development of a small-scale temporary installation of *Building the Future*, a new exhibition in development at MODS.

Integrating climate tech concepts into already successful Frost Science initiatives such as:

- Creating avenues for climate tech scientists and engineers to connect with museum guests through one of Frost Science's signature event days, Tech and Engineering Day, held each March.
- Engaging scientists, researchers, conservationists and educators in Florida's Coral Reef and new technologies that are utilized to protect and conserve such coastal resources in the face of a changing climate through Frost Science's annual ReeFLorida Symposium.
- Connecting with Miami-Dade County Public Schools middle and high school teachers through the development of a curriculum and professional learning experience aligned learning about new and cutting-edge climate tech concepts.
- **The in-kind match value of staff time, facility space rentals, sponsorships and programs from Frost Science is \$718,025.00.**

(ii.) Responsible Parties who will ensure commitment is met are:

- Douglas Roberts
- Analisa Duran

(iii.) Metrics of success that will be measured:

- # of community members engaged through Frost Science's mobile STEM outreach programming as an extension of MODS STEMobile programming. # of outreach programs conducted.
- # of individuals reached through the Climate Tech solutions event partnership of MODS Science Festival and Frost Science's Family Fun Festival.
- # of participants in Frost Science's Tech and Engineering Day event.
- # of youth reached through BioTech and Upward Bound Math and Science Climate Tech programming.
- # of scientists, researchers, conservationists and educators that attend Frost Science's annual ReeFLorida Symposium.
- # of Miami-Dade County Public School middle and high school teachers engaged in professional development.

- # of museum guests who view and engage with the Climate Tech pop-up exhibition. (iv.) Timeline of commitment and application period progress:

## Phase One

- Implement and develop a community engagement program as an extension of the MODS STEMobile program.
- Host Family Fun Festival (a Frost Science event) and Tech & Engineering Days
- Development opportunities for high school students
- Connect with Miami-Dade County Public Schools middle and high school teachers through the development of a curriculum and professional learning experience aligned learning about new and cutting-edge climate tech concepts.


## Phase 2

- Design and development of a small-scale temporary installation of *Building the Future*, a new exhibition in development at MODS.
- ReeFLorida Symposium

(v.) These commitments are a continuation and evolution of our mission to inspire and connect people of all ages and backgrounds to enjoy science and technology, with new additions of cross-collaboration with cultural and research institutions, governments, and industry partners in the Tech Hub.

Sincerely,

Douglas Roberts



[drobot@frostsience.org](mailto:drobot@frostsience.org)

305-434-9568

1101 Biscayne Blvd. Miami, FL. 33132.



February 23, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Resilient Ready: Global Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Future of Cities, which is a mission-driven organization blending real estate investment, venture capital, and a think tank to source and scale sustainable development solutions including a global network of innovators and experts who collectively stewarded over \$2 billion in development projects across more than 20 cities around the world, and is located in the Little Haiti neighborhood of Miami and is a Hub Partner.

To support the consortium leader, Miami-Dade County, and the Resilient Ready: Global Tech Hub, Future of Cities will make Policy commitments to the Governance and Policy & Entrepreneurship Projects.

This commitment will leverage the Regenerative Event Space at our Climate and Innovation Hub for cross-sector collaborations of Consortia and community events.

(i.) Specific actions that will be taken as part of this commitment include:

- Make available the Regenerative Event Space for Tech Hub convenings or community events.
  - Future of Cities' Climate + Innovation Hub 15% discount on venue rental of regenerative event space and business incubator (regular price at \$9,500 for full day both indoor and outdoor event space + \$3,000 fees (cleaning/staff) + additional costs for food, furniture, AV needs, etc.)
  - 50% discount on state-of-the-art podcast room (regular pricing at \$150/hour.)
- Leverage our existing venture ecosystem to advise, coach, and/or mentor start-ups in the Hub ecosystem.
  - Where possible, consider making venture investments across the company life cycle focused on innovations in the built environment.
  - Consider making equity investments in start-ups to accelerate commercialization of Hub technologies.
- Participation in the Policy & Entrepreneurship Working Group as subject matter expert to remove regulatory barriers to co-create next-gen demonstration projects

(ii.) Responsible Parties who will ensure commitment is met are:

- Tony Cho, Founder & CEO



(iii.) Metrics of success that will be measured:

- # of convenings held at our facility
- # of hours delivering subject matter expertise for policy innovation

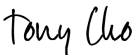
(iv.) Timeline of commitment and application period progress:

- 2025-2030

(v.) These commitments are a continuation and evolution of our work developing the Magic City Innovation District with new additions of cross-collaboration with research institutions, governments, and industry partners.

Sincerely,

Tony Cho  
Founder & CEO, Future of Cities

DocuSigned by:  
  
C2828C7B70CC43C...

[tcho@focities.com](mailto:tcho@focities.com)  
+1 305 773 0040  
224 NE 59th Street  
Miami, FL 33137 USA

The Honorable Gina M. Raimondo  
Secretary  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Washington, DC 20230

Dear Secretary Raimondo,

On behalf of Google, I am pleased to write this letter in strong support of the Climate Ready Tech Hub Phase 2 application to the U.S. Economic Development Administration's (EDA) Regional Technology and Innovation Hub Program. The application's success would mean an influx of good-paying jobs and capital for the South Florida region from Monroe to Palm Beach County. The region is positioned to become the world leader in resilience readiness as the Tech Hub fosters emerging technologies and a commitment to innovation. This will ensure South Florida's diverse workforce supports critical local and national priorities while also safeguarding and defending our most precious resources.

The consortium members and hub partners that make up the Climate Ready Tech Hub span local governments, academic institutions, leading startups, companies, EDOs, and workforce and labor organizations. Exemplary members and partners include Miami-Dade, Broward, Monroe, and Palm Beach counties along with Florida International University, Florida Atlantic University, Miami Dade College, University of Miami, Florida Memorial University, the University of Florida, Watsco, Titan, Citadel, International Union of Operating Engineers LOCAL 487, and South Florida Regional Planning Council.

Climate Ready Tech Hub aims to be the global destination to commercialize and deploy resilience technology. Florida's only Tech Hub would drive the economic opportunity to underrepresented communities by advancing a resilient workforce of the future and accelerating market-ready solutions through an entrepreneurial ecosystem.

The Climate Ready Tech Hub will amplify innovation through collaboration with our research institutions and world-class companies on the frontlines of resiliency. There is no community in the world more affected by coastal hazards than South Florida. Advancing the commercialization of resilience technology through the Tech Hub will accrue significant benefits to our region and the country, leveraging federal, state, and local investments in coastal resilience and energy.

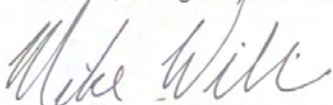
Furthermore, South Florida is the nation's second-fastest growth region for venture capital investments, and we hold the top ranking in the United States for new business formation. This inflow of investment has helped establish a robust cluster of companies, research facilities, and startups focused on Sustainable and Resilient Infrastructure technologies in our region.

The Tech Hub would have a significant impact on economic development opportunities in South Florida. The investment in Climate Ready Tech Hub would support the creation of approximately 59,000 jobs by 2034 with good-paying jobs in construction, scientific and technical services, retail trade, and other industries. Additionally, this award could result in \$6.4 billion in GDP, with \$3.7 billion in global exports. Further, the Tech Hub is estimated to have substantial population growth for the Hispanic and Black communities and economic migration among those groups to the region.

South Florida's unique, regional resources make it a logical home for innovators looking to unlock the potential to develop, test, and scale new solutions to tackle threats. By harnessing our region's unique assets, we can navigate immediate challenges, drive economic growth, foster collaboration with neighboring markets, and accelerate the development and deployment of cutting-edge solutions that will help us address our planet's most urgent issue.

Thank you for your consideration of this letter and the Climate Ready Tech Hub's request. The support outlined in this letter is not connected to or contingent upon any past, present, or future sale of Google products or services.

Sincerely,  
Mike Williams  
Director, Google Public Sector East

A handwritten signature in cursive script that reads "Mike Williams".



110 East Broward Blvd.  
Suite 1990  
Fort Lauderdale, FL 33301

954.524.3113 | local  
954.524.3167 | fax  
800.741.1420 | toll free

February 20th, 2024

Secretary Gina M. Raimondo  
US Department of Commerce  
1401 Constitution Avenue NW  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub/South Florida Climate Resilience Tech Hub Application

Dear Secretary Raimondo,

I am writing on behalf of the Greater Fort Lauderdale Alliance, the primary economic development organization of Broward County and Hub Partner. From 2007 to 2022, the Alliance, working with its members, Broward County, CareerSource Broward, local municipalities, and other partners helped create or retain 42,000+ direct jobs that are estimated to generate through direct, indirect, and induced effects: Total employment of more than 85,000 jobs in Broward County, \$3.2 billion in annual personal income in Broward County, and \$16.4 billion in annual economic impact in Broward County.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, the Greater Fort Lauderdale Alliance will make the following in-kind match, investment, and policy commitments to the Governance / Workforce Project / Policy & Entrepreneurship / Coastal Defense + Resilience Project / Climate Ready Energy] Projects.

This commitment will achieve the following summary of outcomes and committed timelines:

- (i.) Specific actions that will be taken as part of this commitment include:
- Supporting the convening of a regional resilient development work group to identify opportunities for integrating innovation in resilient redevelopment approaches and strategies.
  - Incorporating Tech Hub priorities and opportunities into an update of the Broward County Climate Change Action Plan (2025), as appropriate.
  - Furthering policy innovation and action to facilitate permitting and incentivize installation of blue-green infrastructure, novel seawall materials and forms, coral infrastructure, and artificial reefs in coastal waters by participating in the Policy & Entrepreneurship Working Group as subject matter expert to develop the 'Florida Standards' for coastal defense and resilience and climate ready energy.
  - Convening private and public sector partners to support commercialization and scaling, building on work Broward County has staffed through the four-county Southeast Florida Regional Climate Change Compact ("Compact") and convening regional and county-specific economic resilience work groups.
  - Developing a 2050 Net Zero strategy to guide Broward County and community-wide planning and investments, anticipated to spur additional innovation investments.
  - Pursuing State and Federal funding and project authorizations to support resilient infrastructure investments, such as flood risk reduction and shoreline protection.
  - Serving as the lead applicant for the regional Climate Pollution Reduction Grant being advanced by the Compact.

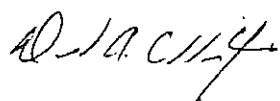
**Alliance: Partnership for Economic Growth**  
**Broward County's Official Economic Development Partnership**  
[www.gflalliance.org](http://www.gflalliance.org)

MDC095

- Expanding investments in renewable energy projects and blue-green infrastructure at County sites and facilities through resilience planning, workforce training, infrastructure investments and building retrofits and new construction.
  - Completing the County-wide Risk Assessment and Infrastructure Plan to coordinate flood and heat mitigation infrastructure improvements across municipalities and water districts to address predicted future climate conditions.
- (ii.) Responsible parties, in addition to other key staff and partners, who will ensure commitment is met are:
- Broward County's Chief Innovation Officer, Mr. Leonard Vialpando, P.E.
  - Broward County's Chief Resilience Officer, Dr. Jennifer Jurado
- (iii.) Metrics of success that will be measured:
- # of private/public sector partners engaged
  - # of regional economic resilience convenings
  - # of renewable energy projects completed
  - # of meetings/workshops with state leadership, focused on preserving local capacity in resilience policy, guidance, standards, etc.
  - \$ of funding awarded to support resilient infrastructure.
  - # of policy/plans implemented to support climate resilience
- (iv.) Timeline of commitment and application period progress:
- Complete Climate Pollution Reduction Grant submission by March 2024.
  - Develop a 2050 Net Zero Plan by September 2024.
  - Complete the Broward Resilience Plan by September 2024.
  - Complete update of the Broward County Climate Action Plan by June 2025.
  - Immediate steps taken during the Phase 2 application period include regional policy efforts via the Compact and integration of Tech Hub priorities in regional plans.

The Greater Fort Lauderdale Alliance's commitment is a continuation of its support of the Climate Ready Tech Hub, Phase 1 application (formerly, South Florida Climate Resilience Tech Hub). The Alliance is pleased to restate its support for and continuation as a regional partner in climate resilience and innovation consistent with the Phase 2 application.

Sincerely,



David Coddington  
Senior Vice President, Business Development  
Greater Fort Lauderdale Alliance





February 19, 2024

The Honorable Gina M. Raimondo  
U.S. Secretary of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo,

I am writing on behalf of I Squared to reiterate our support of South Florida's Climate Resilience Tech Hub. I Squared is a Miami-based global infrastructure firm with approximately \$40 billion in assets under management which invests in and manages infrastructure assets with a focus on energy transition, utilities, digital infrastructure, transportation, social infrastructure and environmental infrastructure.

Our Global InfraTech Fund is a dedicated pool of capital investing in innovative infrastructure technologies which promote and improve sustainable and resilient infrastructure and is highly aligned with the goals of the proposed technology hub.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, I Squared will participate as follows:

(i.) Support of technology companies and entrepreneurs

- Review Tech Hub companies for potential investment by our InfraTech Fund
- Connect entrepreneurs with potential partners in the private sector
- Monthly participation in the Policy & Entrepreneurship Working Group designed to advise and mentor startups
- Organize potential joint or syndicate investments focused on technologies advanced by the Tech Hub

(ii.) Responsible Parties who will ensure that our commitment is met are:

- Peter Corsell, Global InfraTech Fund Partner
- Ross Berger, Vice President

MDC097



(iii.) Metrics of success that will be measured:

- # of companies reviewed by our InfraTech Fund
- # of startups mentored through working group

(iv.) Timeline of commitment and application period progress:

- 2025-2030

This commitment cements our support of the development of South Florida's Climate Resilience Tech Hub as we collectively strive to foster collaboration and innovation to shape the future of infrastructure in the South Florida region and globally.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sadek Wahba', with a long horizontal line extending to the right.

Sadek Wahba  
Chairman & Managing Partner  
I Squared Capital  
600 Brickell Avenue, PH  
Miami, FL 33131



# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL #487

AFFILIATED WITH THE AFL-CIO

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of the International Union of Operating Engineers LOCAL 487 (IUOE), serving South Florida since 1911 located in Miami and is a Hub Partner. IUOE is an affiliate of AFL-CIO who provides state and regional leadership.

The IUOE Local 487 currently represents 1500 members in the South Florida area. Our members are heavy equipment operators, operating cranes, and other heavy equipment. Projects we have been involved with:

- Everglades restoration work includes pump stations for the South Florida Water Management District, moving water to prevent flooding during heavy rains and hurricanes.
- Constructing seawalls throughout South Florida to the building new code which raises them an additional 18", for sea level rise.
- Turkey Point Nuclear Plant completing upgrades to improve drainage and raise all backup generators. The actions were taken after lessons learned from the Fukushima Dia-Chi accident in Japan.
- We are currently working with Florida Power and Light, replacing every wooden power pole to high strength concrete poles to withstand 145 mph winds, 600,000 poles in total in South Florida.
- We are preparing work on lake Okeechobee drainage canals to allow for more drainage capacity.
- We have over 80 apprentices in our State registered apprenticeship program. The program is 4 years, preparing for new technology to become resilient to storms, and training and manpower.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, UOE will make Policy commitments to the Workforce Project.

This commitment will achieve equitable and place-based workforce development opportunities for the jobs of the future by 2030.

(i.) Specific actions that will be taken as part of this commitment include:

[WWW.IUOE487.ORG](http://WWW.IUOE487.ORG)

1425 N.W. 36TH STREET • MIAMI, FLORIDA 33142 • (305) 634-3419 • FAX: (305) 633-0698

MDC099

- Participation in the Workforce Working Group by developing/identifying training programs that build in-demand skills and/or strengthening wrap around services that allow workers to successfully enroll in and complete training.
  - Advise on equity and justice opportunities that produce good jobs for the region.
- (ii.) Responsible Parties who will ensure commitment is met are:
- Mark Schaunaman
- (iii.) Metrics of success that will be measured:
- # of Working Groups attend by union representative
- (iv.) Timeline of commitment and application period progress:
- 2025-2030
- (v.) This is a new activity.

Sincerely,



Mark Schaunaman  
Business Manager

Mark@iuoe487.org  
(305) 634-3419  
1425 NW 36th St.  
Miami, FL 33142



February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of JLL Spark, a strategic venture investment firm with over \$390M invested to date in over 50 ventures. JLL Spark is a division of Jones Lang LaSalle (JLL) - an industry firm with four South Florida offices located in Miami Dade, Palm Beach, and Broward Counties and over 100 local employees.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, JLL Spark will participate in the following project commitments:

This commitment will achieve strategic collaboration with a global venture fund focused exclusively on investments in the built environment, climate tech and property tech sectors and will deliver visibility, awareness and potential strategic investment for Tech Hub venture entrepreneurs and businesses.

- (i.) Specific actions that will be taken as part of this commitment include:
  - *Periodically evaluating the startup deal flow within the Tech Hub*
  - *Exploring potential co-investment opportunities in the Climate Tech and Prop Tech sectors*
  - *Leveraging insights from JLL's broader research efforts*
  - *Collaborating with the local venture community as applicable*
  - *Sharing knowledge and expertise*
- (ii.) Responsible Parties who will ensure commitment is met are:
  - Raj Singh – Managing Partner; Sonia El Sherif – Chief of Staff
- (iii.) Metrics of success that will be measured:
  - *# of deals evaluated*
  - *# of deals invested in*
- (iv.) Timeline of commitment and application period progress:
  - *2025-2030*
- (v.) Clarification on new activity or a continuation of a previous effort?  
*New Activity*

We look forward to our collaboration with the South Florida Climate Resilience Tech Hub and invite you to reach out with any questions or for any additional information.

Sincerely,  
*Sonia El-Sherif*  
Sonia El-Sherif, Chief of Staff  
JLL Spark Global Ventures



February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Jones Lang LaSalle (JLL).

JLL is a real estate services firm with four South Florida offices located in Miami Dade, Palm Beach, and Broward Counties employing over 100 professionals. Across the region in 2023 JLL's leasing volume exceeded 24.5M square feet of real estate, and the firm managed 190 projects.

As a global leader in the real estate services industry, JLL has made significant climate and diversity, equity and inclusion commitments and holds a number of strategic relationships with non-governmental organizations in the sustainability and climate sectors globally.

To support the consortium leader, Miami-Dade County, and The Climate Ready Tech Hub, JLL Sustainability Marketing will participate in the following project commitments to support Hub initiatives related to the Climate Ready Energy vertical and overall Marketing and Communication of Hub activities.

This commitment will leverage JLL's relationships with a number of entities including but not exclusive to the following list: World Green Building Council, International Living Future Institute, the Climate Group, the World Economic Forum, Urban Land Institute, TED, TED Countdown, and the Global Alliance for Buildings and Construction (Global ABC) to bring visibility and awareness to and amplify the activities of Tech Hub consortium members to a global network of potential partners.

(i.) Specific actions that will be taken as part of this commitment include:

- Identify and present opportunities to spotlight and showcase Tech Hub activities at industry conferences and events outside of the region including nationally and internationally
- Facilitate opportunities and extend invitations to global partners to annual industry convenings in South Florida
- Identify and present mutually beneficial strategic public relations and communications activities with a goal of broadening the reach and awareness of Tech Hub activities
- Identify and present opportunities to engage Tech Hub constituents in knowledge sharing activities such as industry round tables, working groups, task forces, committees and other relevant convenings
- Embed findings of specific Tech Hub initiatives like building benchmarking across our client advisory services and help promote specific aspects of Tech Hub research within the real estate industry globally.

(ii.) Responsible Parties who will ensure commitment is met are:

- Erin Meezan and Angela Kyle
- (iii.) Metrics of success that will be measured:
- # of opportunities presented
  - # of event and marketing collaborations
- (iv.) Timeline of commitment and application period progress:
- 2025-2030
- (v.) Clarification on new activity or a continuation of a previous effort.  
New Activity

We look forward to our collaboration with the Climate Ready Tech Hub and invite you to reach out with any questions or for any additional information.

Sincerely,

*Erin Meezan*

Erin Meezan  
Chief Sustainability Officer  
JLL



February 27th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Kind Designs which uses 3D-Printing technology to print Living Seawalls that mimic natural coastal habitats and coral reefs, hosting biodiversity and improving the quality of water. The Living Seawalls create coastal ecosystems and collect essential water quality data through embedded sensors. Over 50,000 miles of marine habitats will be destroyed by 2040 because of traditional, toxic seawalls. Our goal is to replace them all with 3D Printed reefs that both protect communities and nurture our underwater ecosystem. Kind Designs headquarters is located in Miami, FL and is a Hub Partner.

This commitment will achieve the collection of scientific evidence that will enable us to apply for a permit with the Department of Environmental Regulation (DERM) to showcase the self-mitigating capabilities of our Living Seawalls™. This would allow for the installation of our panels without riprap, reducing overall seawall costs and permitting time, while also safeguarding seagrass to support manatee populations. Additionally, this will make Living Seawalls™ a more affordable and environmentally friendly option that aligns with our overarching goal of replacing traditional, toxic seawall slabs. This initiative aims to protect thousands of miles of shoreline in the United States.

The findings from our study will also empower us to advocate for state and federal level biodiversity tax credits or carbon credits. Furthermore, the data collected will be instrumental in obtaining certifications such as LEED, WEDG, EPD, and others. These certifications will provide incentives for the installation and production of Living



Seawalls™, contributing to a more sustainable and resilient coastal environment. Lastly, data from this study will help us Generation II of our product that has optimized design for sealife attachment and wave dispersion.

By understanding the biological, environmental, and structural performance of our innovative design, we aim to revolutionize coastal infrastructure to create resilient and sustainable environments. The above will contribute significantly to the widespread adoption of Living Seawalls™, offering an effective solution to mitigate flooding issues in coastal cities.

The testing studies will be completed by Quarter 1 2025, with certifications being obtained through and after the testing period. The total Commitment Value is at least \$70,00.00.

(i.) Specific actions that will be taken as part of this commitment include:

- **Specific Actions and Monetary Value**

- Sealife monitoring study
  - Partner: FIU
  - \$50,000, + \$5,000 for every additional monitoring site. (grant funded)
- Hydrodynamic Modeling Study (grant funded)
  - Partner: UF & UM
  - \$5,800 / scenario (grant funded)
- Carbon sequestration quantification
  - Partner: FIU
  - \$4,000 / site (grant funded)
- Improving design to improve sealife attachment and wave dissipation
  - Partner: UF & UM
  - \$70,000 (in-kind match value in time, facility, materials, and equipment)
- Addition of coral attachments to the panels
  - Partner: Ocean Rescue Alliance International
  - \$60,000 (grant funded & in-kind match value in time, facility, materials, and equipment)
- Improving water quality sensor design
  - Partner: undetermined
  - \$200,000 (grant funded)

(ii.) Responsible Parties who will ensure commitment is met are:

- Anya Freeman
- Charlotte Hoffman

(iii.) Metrics of success that will be measured:

- Economic

- Amount of funding (investment and grants) raised
- Number of jobs created (from upscaling production and increasing our staff, hiring local construction labor into technology roles).
- Money saved from the prevention of flood damage and the creation of coastal habitat.
- Water quality data sold & used for research advancements
- Environmental
  - Miles of toxic seawalls replaced with Living Seawalls (marine habitats) / miles of coastal habitat created.
  - Sealife attachment rate compared to traditional seawalls
  - Biodiversity (number of species) found on Living Seawalls compared to traditional seawalls
  - Amount of carbon sequestered through Living Seawalls™
  - Prediction of marine phenomenon (i.e. bleaching events, algae bloom, & king tide prediction) through the data collected by sensors on our Living Seawalls
  - Amount of wave energy dissipated.
  - Improved water quality
- Social
  - Number of underrepresented workforce employed
  - Miles of coastal communities protected by Living Seawalls™

(iv.) Timeline of commitment and application period progress:

- March 2024:
  - Sealife monitoring study, 12 months
  - Hydrodynamic Modeling Study, 6 months
  - Carbon sequestration quantification, 12 months
  - Prepare technical documents for certification programs
- May 2024
  - Improving water quality sensor design, 12 months
- September 2024:
  - Improving design to improve wave dissipation, 3 months
  - Apply for certifications
- March 2025
  - Improving design to improve sealife attachment, 3 months
  - Addition of coral attachments to the panels, 3 months
  - Apply for certifications

(v.) Immediate steps taken during the Phase 2 application period are:

1. Define parameters for studies
2. Sign contracts with FIU, UF, & UM to begin the testing and product advancements detailed above.

3. Continuous data collection
  4. Data analytics
  5. Applying for certifications
  6. Using new insights for PR & marketing campaigns
- (v.) Clarification on new activity or a continuation of a previous effort?


- **New Activity:**

- Sealife monitoring study
- Hydrodynamic Modeling Study
- Carbon sequestration quantification

- **Continuation:**

- Product Development
- Sensor design/ development

Sincerely,  
Anya Freeman

DocuSigned by:  
  
294FF8CF973B4E6...

[anya@kinddesigns.com](mailto:anya@kinddesigns.com)

(305) 851-1133

3007 NW S River Drive, Miami FL 33142



Let's feed,  
fuel & heal  
the world.

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW. Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Resilient Ready: Global Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of **Larta Institute (Larta)**, an experienced, nationally recognized hub that has provided commercialization assistance for SBIR/STTR-funded innovations for various federal agencies over the past 30 years. Larta offers a comprehensive suite of technical assistance services across the tech-to-market (T2M) spectrum such as customer discovery, customer value proposition, business planning, financial modeling, market research, Go-to-Market strategy, manufacturing/supply chain, licensing, connections with key industry stakeholders, intellectual property support, branding and marketing, fundraising, etc. Larta is a 501c3 nonprofit organization.

Larta has provided commercialization assistance for more than 6,875 innovations, many of which were SBIR/STTR Phase I and II awardees from various federal agencies including DOE, NIH, NSF, USDA, NOAA and NASA. Specifically, Larta has provided commercialization assistance to 1,078 SBIR/STTR Phase I and II. Larta's overall client portfolio has successfully secured \$7 billion in follow-on funding, including 220 company exits (e.g., IPOs, M&A deals). Larta has been consistently rated on the Federal Government's Contractor Performance Assessment Reporting System (CPARS) as "excellent" or "very good" for its work in managing commercialization assistance programs across multiple agencies, with regard to the evaluation areas of Quality, Management, Schedule, Cost Control, and Regulatory Compliance.

Larta has also leveraged these capabilities to launch local-impact accelerator programs that advance community resilience, specifically supporting underserved founders in climate tech and healthcare ventures through our [Venture Fellows in Sustainability](#) and [Heal.LA](#) programs, which have been deployed in Los Angeles (Heal.LA & Venture Fellows) and Miami-Dade Counties (Venture Fellows).

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, **Larta** will leverage its experience, team & organizational capabilities, and acceleration services to partner and advance the goals and objectives of the **Policy & Entrepreneurship** Project. This commitment will accelerate commercialization of resilient energy technology and great good jobs in South Florida.

Specific resources, partial but not complete, that will be leveraged by Larta as part of our partnership with Miami-Dade County and the Climate Ready Tech Hub effort include:

- Commercialization support specific to innovation-led enterprises: Access to a suite of customized commercialization services across disciplines that foster growth (business strategy, market insights, product development, sales and marketing, capital and fundraising, scaling, legal and IP, and regulatory).
- Larta subject matter experts: Access to Larta's mentor network of 125+ subject matter experts with hands-on experience in bringing new and emerging technology solutions/ideas/products to market. The team includes a mix of program directors/managers, data and impact metrics specialists, and executives with a background in tech-based economic development.
- Networks: Connections to Larta's networks which span government partners supporting science-based small businesses, which include: DOE, NSF, USDA, NOAA, NIH, NOAA, NASA, EPA, NIST, DARPA and the State of California. Including facilitating introductions between our industry network and entrepreneurs to advance promising innovations and technologies to the market.

Across Larta's commercialization support and community impact programs, we employ an impact measurement and management effort that tracks inputs and outputs, including the following criteria:

- Progress made by companies that enable them to be more competitive to garner capital and or generate meaningful partnerships with key stakeholders/partners
- % of portfolio that are women- or minority led
- \$ of non-dilutive funding awarded and \$ of follow on funding awarded
- # of companies acquired and/or # who gained contracts with industry or government

If Miami-Dade County, and the Climate Ready Tech Hub are successful in this Phase 2 submission and awarded EDA funding, we look forward to commence planning with Miami-Dade and Miami-Dade Innovation Authority (MDIA) leaders to develop an implementation timeline and coordinate next steps.

Sincerely,



Carlos Gutierrez  
Chief Strategy Officer  
Larta Institute

Email: [cgutierrez@larta.org](mailto:cgutierrez@larta.org)

Phone: (213) 538-1453

Physical Address: 1149 S. Hill Street, Suite 900 / Los Angeles, CA. 90015

February 22nd, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Mangrove Contracting, which is a Green Construction Management Firm, located in Boca Raton, Florida, in the Tech Hub's South Florida region, focused on accelerating the adoption of advanced green and climate tech innovations by streamlining costs and schedule requirements to deploy, resulting in better-performing green investments and translating into faster commercialization of these necessary advancements. Mangrove's team has effectively deployed over \$65M of construction-related projects in South Florida since 2017, in that time supporting hundreds of skill-based jobs revolving around the construction industry as we focus on making positive impacts on our natural and business ecosystem. Mangrove Contracting provides full-service general contracting and construction management services, specializing in South Florida green construction and advanced technology deployment. Offering pre-construction services including design-assist and VDC/BIM, through aggressive project management and rigorous documentation standards.

To support the consortium leader, Miami-Dade County, and The Climate Ready Tech Hub, Mangrove Contracting commits to support the Workforce, Coastal Resilience, Energy projects through deployment and management of technologies through the Hub's demonstration sites across the region, as well as facilitate workforce training, and make additional investments in our business to meet the demands of the rapidly-developing green tech sector in Florida and beyond. Specifically, this would be in partnership to deploy advanced climate technologies and support the creation of meaningful pathways and pipelines for a future-proof workforce ready with the skills needed in this field.

This commitment will achieve Deployment/installation of partnered projects and initiatives by Q2 2026. The total commitment value is at least \$27,500.

(i.) Specific actions that will be taken as part of this commitment include:

- Deployment
  - Deploy (5) Blue Frontier LD-DOAS Units inclusive of
    - Site Selection
    - Engineering
    - Permitting
    - Installation
    - Commissioning Support
- Construction Management

- Provide turnkey management of the deployment of these technologies to provide a fully-functional system at demonstration sites
  - Including training support for onsite facilities teams
  - Workforce development
    - Create manuals for deployment of these technologies
      - **In-Kind Donation Amount - \$12,500.00 over two years**
    - Guest lecture and panel participation at select Consortium Member events; including hosting tours of physical sites.
      - **In-Kind Donation Amount - \$10,000.00 over two years**
    - Host internship and collaboration opportunities with partner institutions
    - Support marketing efforts to further advance commercialization of technologies
      - **In-Kind Donation Amount - \$5,000.00 over two years**
  - Business expansion
    - Bring part time contractors to FT staff.
    - Create new internship/mentorship programs
- (ii.) Responsible Parties who will ensure commitment is met are:
- Stefan Wolff
- (iii.) Metrics of success that will be measured:
- Completed Deployment(s) and Construction Project(s)
  - # of trainings completed
  - Generation of training modules (at completion of installation)
  - # of employees added and jobs created
- (iv.) Timeline of commitment and application period progress:
- 12-18 months to deploy 5+ BF LD-DOAS units and create training modules for other business to utilize to build network of contractor/vendors/facility and further support commercialization efforts, tentatively as early as Q3 2024 pending funding.
  - Once funding is secured Mangrove will be able to proceed with pre-construction activities in conjunction with the other partner institutions ahead of delivery of the units, allowing for the expeditious deployment of the technologies to allow for the workforce development initiatives to continue with their efforts associated with these technologies.
- (v.) Clarification on new activity or a continuation of a previous effort?
- These are new activities expanding our business in South Florida.

Stefan Wolff, LEED AP BD+C  
 m. 561.239.2899  
 e. [stefan@mangrovecontracting.com](mailto:stefan@mangrovecontracting.com)  
 2991 Centerport Circle  
 Pompano Beach, FL 33064



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February 22, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of the Miami-Dade Beacon Council (MDBC), which is the official economic development organization for Miami-Dade County and a Hub Partner. Since our inception in 1985, The Beacon Council, working with its members, Miami-Dade County Government, CareerSource South Florida, local municipalities, and other partners, has been changing the landscape of our business ecosystem and building a more prosperous community for all. The organization has helped to create more than 120,000 new jobs and attracted more than \$7.6 Billion of new investment to Miami-Dade County while assisting over 1,300 companies.

Two years ago, as a way of thinking about our community's future and imagining the Miami of 2040, we created Opportunity Miami. It is a platform of ideas, gatherings, and solutions to tackle our biggest challenges like the impact of climate change and creating a sustainable, Net-Zero economy. We decided to lean into this and make Miami a leader in the transition to a carbon neutral economy. We helped create and build the Climate Tech Database, a searchable and growing database of people in Miami's budding climate tech community. We've held over 10 meetups to bring together and build the local climate tech ecosystem, and produced many interviews, original podcasts, newsletters, on-site videos, etc. All this effort to date demonstrates our commitment to making Miami a leader in this space.

Please accept this letter as confirmation to support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub. Through **Opportunity Miami**, the **Miami-Dade Beacon Council** will continue to lean in, and we commit to leading an 'Awareness Campaign' throughout our business community to promote our designation as an EDA Regional Climate Ready Tech Hub. This commitment will achieve an increased community awareness by 2029.



Specific actions that will be taken as part of this commitment include:

- Continue to organize Climate Tech Meetups bringing together local entrepreneurs, scientists, academia, public and private sector representatives, etc. to share and exchange information and activities related to climate tech.
- Continue to generate climate tech material including interviews, other events, podcasts, newsletters, and on-site videos and post on Miami-Dade Beacon Council social media platforms and other media outlets.
- Conduct ongoing research on climate tech trends locally and globally to stay current on new developments.
- Actively recruit strategic companies in climate related technologies to Miami-Dade County.

Metrics of success that will be measured:

- Increased number of attendees to the Meetups
- Reach and engagement on climate tech content / posts via MDBC social media platforms and newsletter
- Earned media related to MDBC climate tech outreach
- Increased number of climate tech jobs in our community.

We thank you in advance for your support as it pertains to the successful acceptance of this application.

Sincerely,



**Rodrick Miller**

President & CEO

Miami-Dade Beacon Council

Email: [rmiller@beaconcouncil.com](mailto:rmiller@beaconcouncil.com)

Phone: (305) 579-1323

February 21, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo:

It is with great pleasure that I submit our letter of commitment as the project lead for the Workforce Development component project in support of the consortia leader Miami-Dade County and the ClimateReady Tech Hub. Miami Dade College is a Consortia Member, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort.

Since 1960, Miami Dade College has opened the door to higher education for over 2 million students. As the largest minority-serving institution in the U.S., the College enrolls more than 90,000 students, including more Hispanic and African-American students than any other college or university in the U.S. The College has a successful history of partnering with industry and workforce leaders to inform and design workforce-focused programs that meet employer needs.

As part of the proposed project, the College will:

(i.) Commit to the following actions:

- Establish infrastructure of employer-led sector partnership;
- Co-Design certifications and short- and long-term courses to meet industry-critical job needs;
- Design and implement employer need-meeting workforce training; and
- Provide wraparound services for student participants enrolled at the College.

(ii.) Responsible Parties who will ensure commitment is met are Antonio Delgado (Vice President of Innovation and Technology Partnerships) and Terri-Ann Brown (Project Director, Miami Tech Works)

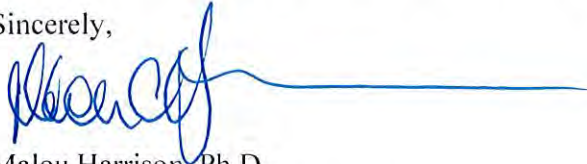
(iii.) Metrics of success that will be measured:

- Increased referrals made to training;
- Increased placements in internships, jobs, and further education;
- Increased training hours completed and number of training completers;
- Reduced job turnover;
- Increased hires from populations underserved in Climate Tech;
- Increased number of new certifications earned;
- Increased placements in paid employment, on-the-job training, internships, and other work experiences; and

- Increased referrals to wraparound supportive services.
- (iv.) Timeline of commitment and application period progress: January 2025, through December 2029
- (v.) These commitments are a continuation and evolution of our work in workforce development.

The proposed Tech Hub will position South Florida as a global leader, ensuring our region continues to drive the development of solutions for one of the world's most pressing security challenges while growing the regional economy in a way that ensures opportunity for all. We look forward to working with you to ensure the successful implementation of this endeavor.

Sincerely,



Malou Harrison, Ph.D.  
Executive Vice President and Provost

February 28, 2024

**Via Electronic Submission**

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

***RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub***

Dear Secretary Raimondo,

I am writing on behalf of Miami-Dade Innovation Authority (MDIA), which is a nonprofit that works to strengthen the relationship between institutions, including local government, and technology companies with innovative solutions that improve the quality of life for Miami-Dade County residents located in Miami, FL. Since inception, MDIA has launched two Public Innovation Challenges in collaboration with public entities and local economic engines, and has already attracted more than 200 companies at various stages of development both locally and globally.

MDIA is a **Consortia Member**, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort as a Project Lead. To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub (the "Hub"), **MDIA** will make both a cash and in-kind match to the **Innovation Policy & Entrepreneurship** Project.

This commitment will increase support for entrepreneurs within the ClimateReady Tech Hub, specifically market-ready climate resilience solutions over the next five years and beyond. In addition to coordinating the Policy and Entrepreneurship activities within the Hub, MDIA will also specifically spearhead facilitated technology pilots between technology companies and both public and private sector entities. The total Commitment Value is at least **\$1,075,000.00**.

(i.) Specific actions that will be taken as part of this commitment include:

- Participate in the Policy and Entrepreneurship Working Groups
- Oversee and coordinate Hub Policy and Entrepreneurship activities, including capital and policy convening
- Coordinate technical assistance and other support services for growth-stage companies, as well as connect startups to potential capital, as feasible
- Facilitate pilot opportunities with local public and private sector entities and economic engines through its Public Innovation Challenge program, and defray the cost of piloting through \$100,000 funding commitment per company. We anticipate working with up to 10 companies per year for the

next 2 years (2024-2026). This includes onboarding Subject Matter Expert Pilot Advisors to support companies and partners in navigating pilot tests (valued at \$1,000,000.00)

- Leverage existing Pitchbook industry data subscription to identify companies and investors in ClimateTech broadly, and the vertical areas (clean infrastructure, hybrid green-gray coastal protection, and ClimateReady Energy Efficiencies) specifically. The in-kind value of this platform is \$25,000.00
- Leverage data and impact dashboard for Hub activities. The in-kind value of this platform is \$50,000.00.

(ii.) Responsible Parties who will ensure commitment is met are:

- Leigh-Ann Buchanan, President & CEO

(iii.) Metrics of success that will be measured, include but are not limited to:

- # of startups served and % demographic distribution of founders by race/ethnicity, gender, ability, immigration status, etc
- # of services coordinated/connected
- # of demonstration and commercial pilots facilitated
- # of policy barriers identified
- # of policy changes pursued & adopted

(iv.) Timeline of commitment and application period progress:

- 5 years from the Project commencement date
- Immediate steps taken during the Phase 2 application period are:
  - Outreach and onboarding of several regional and national partners, including companies, technical assistance providers, and entrepreneur support organizations

(v.) Clarification on new activity or a continuation of a previous effort?

- Combination of continuation of previous efforts and new activities

Sincerely,



**Leigh-Ann A. Buchanan, Esq.**

President & CEO

Miami- Dade Innovation Authority

leighann@mdia.miami

786-551-1238

1951 NW 7th Avenue, Suite 600

Miami, FL 33136



February 26, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Merrimac Ventures, a real estate development and investment firm and Hub Partner headquartered in Miami, Florida. Merrimac Ventures has completed over \$3 billion in real estate development projects across the United States and today is developing an additional \$3.7 billion worth of projects. These developments are transformational, building communities and advancing cities as places for economic opportunity, upward mobility and global innovation.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, Merrimac Ventures will participate as follows:

- (i.) Specific actions that will be taken as part of this commitment include:
- Connect entrepreneurs with potential partners in the private sector
  - Participate in the Policy & Entrepreneurship Working Group designed to advise and mentor startups
  - Identify and present opportunities to spotlight and showcase Tech Hub activities at industry conferences and events outside of the region including nationally and internationally
  - Facilitate opportunities and extend invitations to global partners to annual industry convenings in South Florida
  - Identify and present mutually beneficial strategic public relations and communications activities with a goal of broadening the reach and awareness of Tech Hub activities
  - Identify and present opportunities to engage Tech Hub constituents in knowledge sharing activities such as industry round tables, working groups, task forces, committees and other relevant convenings
  - Embed findings of specific Tech Hub initiatives like building benchmarking across our client advisory services and help promote specific aspects of Tech Hub research within the real estate industry globally.

(ii.) Responsible Parties who will ensure commitment is met are:

- Nitin Motwani, Managing Partner, Merrimac Ventures

(iii.) Metrics of success that will be measured:

- # of relationships initiated
- # of startups mentored through working group
- # of opportunities presented
- # of event and marketing collaborations

(iv.) Timeline of commitment and application period progress:

- 2025-2030

(v.) This is a continuation of our existing work with new partnerships.

This commitment cements our support of the development of the Climate Ready Tech Hub as we collectively strive to foster collaboration and innovation to shape the future of infrastructure in the South Florida region and globally.

Sincerely,



Nitin Motwani  
Managing Partner  
Merrimac Ventures

February 19, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Miami Waterkeeper, which is a 501c3 nonprofit located in Miami that protects South Florida's waters by advocating for resilient solutions grounded in science, rooted in nature, and driven by community. Employing our multidisciplinary approach – science, advocacy, and outreach – we've secured numerous victories – aka "water wins." We use this strategy to find local solutions to the global problem of climate change. By adhering to our data-driven methodology, we are making Miami a shining example of resiliency for the world.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, Miami Waterkeeper will provide in-kind support through personnel time to the Policy & Entrepreneurship Project.

This commitment will achieve improved policy integration, increased equity, enhanced stakeholder engagement, and tangible policy changes by 2030. The total Commitment Value is at least \$18,653.

(i.) Specific actions that will be taken as part of this commitment include:

- Engage as expert advisors to support the translation of sandbox learnings into policy changes.
- Participate as a Policy Connector by providing technical assistance to municipalities and companies to navigate policy-related blocks.
- Equity is addressed in the commitment through ensuring fair and equitable access to policy support resources, with a focus on underserved communities and stakeholders.

(ii.) Responsible Parties who will ensure commitment is met are:

- Rachel Silverstein, Executive Director and Waterkeeper
- Amanda Prieto, Senior Program Director

(iii.) Metrics of success that will be measured:

- Attendance to policy connector meetings
- Policy analysis and proposals delivered

(iv.) Timeline of commitment and application period progress:

- 5 Years
- Immediate steps taken during the Phase 2 application period are:
  - Engagement with Stakeholders: Initiate outreach efforts to engage key stakeholders, including municipalities, companies, community organizations, and relevant government agencies. Seek input and feedback on their specific policy-related challenges and needs.



- Formation of Partnerships: Strengthen partnerships with organizations such as Tech Hubs, government agencies, and community groups to leverage resources and expertise. Collaborate on joint initiatives to address policy barriers and promote innovation.

(v.) Clarification on a new activity or a continuation of a previous effort?

- Continuation of current policy efforts

Sincerely,

A handwritten signature in black ink, appearing to read 'RS', with a long, sweeping horizontal line extending to the right.

Rachel Silverstein, Executive Director & Waterkeeper

Miami Waterkeeper

rachel@miamiwaterkeeper.org

(305) 905-0856

PO Box 141596, Coral Gables, FL 33114-1596



# Miccosukee Tribe of Indians of Florida

## Business Council Members

Talbert Cypress, Chairman

Lucas K. Osceola, Assistant Chairman  
Kenneth H. Cypress, Treasurer

William J. Osceola, Secretary  
Pete Osceola, Jr., Lawmaker

February 27<sup>th</sup>, 2024

Secretary Gina M. Raimondo  
Secretary of Commerce  
U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

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Dear Secretary Raimondo,

I am writing on behalf of the Miccosukee Tribe of Indians of Florida, a federally-recognized Tribe based in South Florida. The Miccosukee Tribe has led the way in the protection of the land and water of the Everglades for centuries and is in a favorable position to be at the forefront of climate-related adaptation and mitigation initiatives.

This is a significant time for the Tribe to organize around internal developments and external partnership funding opportunities. The Miccosukee Tribe of Indians of Florida's Business Council passed a general resolution on January 10, 2024, recognizing climate change and adopting NOAA sea level rise metrics for planning and commissioning a climate adaptation planning process. The Tribe's focus on climate adaptation and mitigation aligns with Miami-Dade County's plans for the Climate Ready Tech Hub.

To support the consortium leader, Miami-Dade County and the Climate Ready Tech Hub, the Miccosukee Tribe will deploy advanced energy technologies, such as a state of the art HVAC system, on the Miccosukee Reserved Area and will expand workforce opportunities for Miccosukee Community Members, in collaboration with the Tech Hub, leveraging additional distinct resilience projects supported by the Department of Energy and potentially from NOAA through the Climate Resilience Regional Challenge grant for which we recently submitted a final round proposal.

The Miccosukee Tribe encounters multifaceted barriers to economic advancement, including low educational attainment, limited access to training opportunities, cultural

disparities, and inadequate transportation infrastructure. These challenges contribute to a cycle of underemployment and economic marginalization within the Community, hindering the realization of individual potential and Community prosperity. In collaboration with the South Florida Climate Resilience Tech Hub, the Miccosukee Employment and Training department aims to serve 150 Community Members and support staff over the course of a five-year grant period. We will scale the program and increase the number of participants per year to show efficacy. This initiative will provide funding for skills development training, scholarships, wrap-around services, supplies, and staff support to administer and track program outcomes. By investing in workforce development, we aim to equip Community Members and employees of the Tribe with the tools and knowledge needed to thrive in the rapidly evolving landscape of climate-resilient industries.

Our endeavors here are emblematic of the ongoing efforts within the Tribe, strategically directed towards broadening economic horizons for enduring resilience within the Miccosukee Community. This is not a standalone project. These initiatives represent strategic investments with the potential for a ripple effect for the Tribe. By establishing this comprehensive workforce plan with support from the Tech Hub, \$1.2 million over the five years of the grant award, we aim to create multiple streams of revenue for the Community, fostering long-term sustainability and prosperity.

Recognizing the employment and educational disparities faced by the Miccosukee Tribe, we aim to enhance workforce development programs tailored to the needs of the Community. We plan to build upon existing programs like the Miccosukee Summer Youth Program to expand opportunities for youth engagement and skill-building; enhance our Adult Basic Education Program by incorporating digital literacy training, specialized licenses, and targeted marketing efforts to attract more participants; broaden access to higher education and career pathways for community members through scholarships and on-the-job training; offer career preparation services and curriculum development for pre-apprenticeship activities; and participate in Tech Hub governance. Our Chief Sustainability Officer, Kevin Cunniff, and our Employment and Training Director, Ivis Batista, will ensure these commitments are met by the first of the year, 2030. Success will be assessed through (1) the number of technology deployments, (2) the number of Community Members supported by workforce development, (3) the number of job placements. By aligning existing programs with green jobs and offering targeted training opportunities, we seek to empower Community Members and employees of the Tribe with the skills and competencies necessary for meaningful employment in the growing fields of clean energy and coastal resilience.

Sincerely,



Talbert Cypress

Chairman

Miccosukee Tribe of Indians of Florida

February 25th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am Michael Bailey, a practicing cybersecurity and data privacy attorney and Army veteran located in Miami, Florida. My practice includes advising, counseling and resolving disputes regarding cybersecurity and privacy related issues. As an attorney at an AMLAW 200 law firm, I serve a variety of local and multinational organizations across technology, insurance, manufacturing and financial services sectors. In my private capacity, I serve as a Co-Chair of the South Florida Chapter of the International Association of Privacy Professionals (colloquially known as an "IAPP KnowledgeNet" Chapter) and as a member of the Florida Bar Association's Cybersecurity and Privacy committee.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub (the "Hub"), I will make Policy commitments to the Governance Project.

I intend for my commitment to assist the Climate Ready Tech Hub in developing and implementing appropriate measures to protect sensitive and confidential information by identifying and mitigating threats and risks to cybersecurity and data privacy risks. Such measures will include development and implementation of the Risk Mitigation Plan and the associated policies, procedures, training, programs and incident response exercises. The total Commitment Value is at least **\$56,250.00**.

(i.) Specific actions that will be taken as part of this commitment include:

- **Participate in the Governance Project by providing legal subject matter expertise to the Risk Committee which oversees risk assessment, development and implementation of risk mitigation plans, and other ad-hoc risk matters:**
  - Development of appropriate policies and procedures. Develop reasonable and appropriate policies and procedures to guide the Hub's implementation and systematic assessment of the Risk Management Plan.
  - Threat intelligence firm identification, vetting, and management. Working with and through the Risk Committee, I will leverage my membership in professional industry organizations and regular attendance to cybersecurity and privacy events and conference source an appropriate number of industry leading threat intelligence firms with experience and expertise tailored to hub-wide threats and risks (e.g., nation-state threat actors engaging in theft of intellectual property, spear-fishing attacks, and other cyber-based business disruption efforts) to ensure the Hub has an appropriate range of options to consider when selecting a firm. Leverage private sector experience and prior engagements with threat intelligence firms to design and implement criteria for evaluating and vetting such firms and their offerings. Assist the Hub in

establishing appropriate processes and procedures to receive, process, and react to intelligence provided by threat intelligence firms pursuant to the Hub's engagement.

- Privacy and Cybersecurity community engagement. Work by, with, and through the Risk Committee to forge key relationships between the Hub and the privacy and cybersecurity community ensuring that the Hub has access to a diverse base of stakeholders, advisors, and vendors to consult while developing, implementing, and assessing cybersecurity risk mitigation controls. Work with the Hub to leverage existing networks within the privacy and cybersecurity community to develop pipelines of cybersecurity professionals with skillsets to service and protect private entities in the sustainable and resilience sector.
- Design and Recommend appropriate privacy and cybersecurity measures for component projects. Given the varied and distinct risks and issues that each component project may encounter given their unique missions and toolsets, assist each component project in identifying existing and emerging threats, regulatory considerations and appropriate practices to mitigate risk and ensure regulatory compliance. For example, I could work through the Risk committee to assist the Workforce Development Component Project with developing a reasonable and appropriate data privacy program to: identify any applicable laws and regulations (e.g., Children's Online Privacy Protection Act ("COPPA") or the Federal Educational Rights and Privacy Act ("FERPA")); safeguard the personal information of vulnerable populations (i.e., children and underrepresented communities); and ensure information is used for purposes that further the Project's aims.
- Vendor Management Processes and Procedures. Working with and through the Risk Committee, advise the Tech Hub on the development of vendor management best practices including identifying appropriate contractual terms, designing balanced and proportional vendor diligence procedures, and establishing reasonable auditing and assessment protocols to ensure continued compliance with contractual terms.
- Tech Hub and Component Project Personnel Training. Advise and Assist the tech hub in identifying industry leading, cost effective vendors to assist in the regular training and evaluation of employee cybersecurity knowledge and proficiency. Also assist with establishing a risk informed culture across the Tech-Hub and Component Projects.
- Incident Response Plan Development. Advise and assist the Tech Hub and Component Projects with mitigating data incidents through providing best practices and practical guidance for developing incident response and business disaster and recovery plans specific. Assist the Hub and component Projects with identifying and integrating key stakeholders in the incident response process (e.g., forensic evaluation firms, law enforcement, public relations professionals etc.).

- **The in-kind match value of time and services from providing legal expertise and serving on the Risk Management Committee is \$56,250.00.**

(ii.) Responsible Parties who will ensure commitment is met are:

- **Michael A. Bailey**

(iii.) Metrics of success that will be measured may include, as appropriate:

- Number of committee meetings attended.
- Number of vendor agreements considered by the committee.
- Hours of cybersecurity training completed by Tech-Hub personnel.
- Number of trainings conducted for Tech-Hub and Component projects.
- Calculation of cybersecurity compliance spend across the Tech-Hub.
- Develop measures to track ROI of cybersecurity and privacy compliance activities.
- Calculation of cyber risks across the Tech Hub (e.g., economic losses that would result from high impact incidents).
- Number of table top exercise performed in accordance with Incident Response Plan.

(iv.) Timeline of commitment and application period progress:

- 2024-2030.
- Immediate steps taken during the Phase 2 application period are:
  - **Initial meeting with Tech Hub personnel.**
  - **Evaluation of my credentials and background.**
  - **Discussion of similar risk mitigation projects that I've participated in with industry groups in Florida.**
  - **Initial research into existing critical infrastructure cybersecurity guidance and regulations.**

(v.) Clarification on new activity or a continuation of a previous effort?

This commitment is a new activity as my commitment is on an individual basis and I had no previous relationship with the Tech Hub or Risk committee.

Sincerely,

**Michael A. Bailey**

*Michael A. Bailey*

**[mbailey@carltonfields.com](mailto:mbailey@carltonfields.com)**

**813-892-9588**

**700 NW 1<sup>st</sup> Ave Suite 1200**

**Miami, FL 33136**

19 February 2024

US Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

Subject: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Micro Nano Technologies (MNT), a company focused on the commercialization of advanced HVAC, dehumidification, drying, and cooling technologies to improve energy efficiency within new and existing buildings, and industries. As part of these efforts MNT has developed a Separate Sensible and Latent Cooling (SSLC) technology that will provide significant energy savings operating in hot and humid climates.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, MNT will make the commitment to demonstrate its SSLC units at Clean Energy sites across South Florida and develop workforce through hands-on training opportunities for installing, maintaining and repairing units over the period between 2025 – 2030.

During this time, MNT will provide metrics regarding the SSLC system performance, number of people trained, number of training hours performed, etc. to support the Climate Ready Tech Hub data analysis efforts.

If you have any questions/concerns or need any additional information, please feel free to contact me.

Sincerely,



Michael Schmid  
President  
Micro Nano Technologies  
747 SW 2<sup>nd</sup> Ave, #34  
Gainesville, FL 32601  
407-719-5435  
[mschmid@mntusa.com](mailto:mschmid@mntusa.com)



U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

February 22nd, 2024

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

We are writing on behalf of the Marine Living Structures Initiative (MLSI), which is developing new forms of hybrid 'green gray' infrastructure to optimize marine habitat regeneration and coastal resiliency. Over the last 5 years, we have designed, tested, fabricated and deployed the MLSI prototype artificial reef systems in South Florida and the Caribbean. MLSI is modular, optimized to minimize material volume while maximizing marine habitat, and deployable without heavy equipment. MLSI reef modules are made from a cementitious matrix that contains 70% recycled content and is higher in strength, marine durability, and lower in carbon intensity (40% less portland cement) than traditional concrete used for marine infrastructure. MLSI is a collaboration between [The Reef Institute](#) in West Palm Beach and [Singer Studio](#), in Delray Beach, both partners of the Climate Ready Tech Hub.



Above left, the first MLSI prototype, known as the wave tile assemblage, deployed in Riviera Beach, Florida. MLSI 2.0 is in engineering development and planned for future deployment in the Atlantic Ocean off of the coast of South Florida. Above right, coral fragments, hermit crabs (larger shells) and snails (smaller shells) within one of the standardized test tanks at TRI. Various materials, textures and surface treatments are being tested for biological performance.



To support the consortium leader, Miami-Dade County and the Climate Ready Tech Hub, MLSI will make in-kind match commitments to the Workforce, Policy & Entrepreneurship, and Coastal Defense + Resilience Projects.

This commitment will accelerate the deployment of innovative, grey-green coastal protection infrastructure by **2030**. The total Commitment Value is at least **\$220,000**.

(i.) Specific actions that will be taken as part of this commitment include:

- Participation in the Climate Ready Tech Hub will accelerate commercialization of MLSI products for the Coastal Defense + Resilience Project. MLSI will continue to work with existing pre-permitted areas for in-situ validation to reduce wave energy and coastal erosion, and foster a healthy coral reef ecosystem. In-situ data is essential to demonstrate MLSI's performance for coastal resiliency; offsetting the costs of beach re-nourishment is the market driver for the commercial viability of such a system. In-situ deployment is also the optimal method for evaluating biological performance and structural stability during and after major storm events.
  - Continue advancements in material development. MLSI has already achieved 70% recycled content and is higher in strength, marine durability, and lower in carbon intensity (40% less portland cement) than traditional concrete used for marine infrastructure. MLSI's work includes several years of in-situ and laboratory biological testing.
  - Product development including scalability and commercialization utilizing existing established precast facilities South Florida. The region arguably has some of the most sophisticated precast facilities in the nation in terms of capability and production. By utilizing the capabilities and strengths of existing facilities, MLSI avoids significant overhead and start-up costs, and can more readily achieve commercialization.
  - Continuing design advancements based on previously deployed modules and installations and continuing work with new fabrication and installations, including construction coordination.
  - Continuing marine biological assessments for growth and diversity on existing MLSI deployments
  - Offer at least 30 units of the MLSI 2.0 artificial reef product for deployment within the Climate Ready Tech Hub test bed site.

**The in-kind match value of Singer Studio staff time is \$46,000 over 5 years**

**The in-kind match value of TRI staff time is \$28,000 over 5 years**

**The in-kind match value of installed MLSI 2.0 artificial reef is \$120,000**

- TRI participation in the Workforce Working Group by offering tours for K-12 students and collaborating on development of new academic courses with Consortia Members. Increase our capacity to hire new interns and apprentices.

**The in-kind match value of TRI staff time is \$12,000 over 5 years**

- TRI and Singer Studio participation to increase speed of technology commercialization through participation in the Policy & Entrepreneurship Working Group as subject matter expert to develop the 'Florida Standards' for coastal defense + resilience and climate ready energy - collaborate with government and universities to advance policy adoption.

**The in-kind match value of staff time is \$14,0000 over 5 years**

(ii.) Responsible Parties who will ensure commitment is met are:

- Jason Bregman, Partner, Singer Studio LLC
- Leneita Fix, Executive Director, The Reef Institute
- Jonathan Fogelson, Partner, Singer Studio LLC

(iii.) Metrics of success that will be measured:

- # of units deployed and monitored
- # of linear feet of shoreline protected
- # of species living within the MLSI reef system
- # of hours contributed to policy innovation
- # of K-12 students reached through TRI's programs
- # of units sold in early commercialization /sales

(iv.) Timeline of commitment and application period progress:

- 2025-2030

Immediate steps taken during the Phase 2 application period:

- Ongoing engineering on MLSI 2.0 Design
- Ongoing collaboration with County Governments, dive team installers, and fabrication facilities

(v.) These commitments are a continuation and evolution of our MLSI collaboration, established in 2019. Cross-collaboration with research institutions, workforce initiatives, and industry partners within the Climate Ready Tech Hub will accelerate MLSI's validation and commercialization.

Thank you for your time and consideration.

Sincerely,



Jason Bregman  
Partner, Singer Studio LLC  
[jbregman@michaelsinger.com](mailto:jbregman@michaelsinger.com)  
561-699-3681  
321 NW 1<sup>st</sup> Ave  
Delray Beach, Florida, 33444  
[www.michaelsinger.com](http://www.michaelsinger.com)



Leneita Fix  
Executive Director, The Reef Institute  
[lfix@reefinstitute.org](mailto:lfix@reefinstitute.org)  
(540)589-3783  
520 24th Street  
West Palm Beach, Florida, 33407  
[reefinstitute.org](http://reefinstitute.org)

# County of Monroe

## The Florida Keys



### BOARD OF COUNTY COMMISSIONERS

Mayor Holly Merrill Raschein, District 5  
Mayor Pro Tem James K. Scholl, District 3  
Craig Cates, District 1  
Michelle Lincoln, District 2  
David Rice, District 4

February 20, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Monroe County, Florida, to share support for the Climate Ready Tech Hub, Phase 2 application, in response to the Economic Development Administration's (EDA) Regional Innovation and Technology Hub opportunity. Monroe County encompasses the Florida Keys from Key Largo to Key West, a low-lying string of islands that are already experiencing widespread effects of climate change.

Monroe County is actively mitigating the effects of climate change and is at the forefront in adaptation projects, including \$3 Billion in planned road elevation projects and \$2.5 Billion in home elevation and commercial floodproofing projects. Monroe County has formal contractual relationships with FEMA and the U.S. Army Corps to purchase, repair and/or elevate homes with a combination of public and private funds.

Monroe County is committed to working at the forefront in climate resilience policy, planning, innovation and investments within Monroe County and regionally in SE Florida. This commitment will further resilience policy and planning, expanded resilient infrastructure investments and alignment of Tech Hub priorities with County and regional strategic plans.

Specific actions that will be taken as part of this commitment include:

- Pursuing State and Federal funding and project authorizations to support resilient infrastructure investments in Monroe County, such as road adaptation and shoreline protection.
- Supporting the convening of a regional resilient development work group to identify opportunities for integrating innovation in resilient development approaches and strategies.
- Incorporating Tech Hub priorities and opportunities into an update of the County's resilience plans to the extent practicable.
- Serving as a partner applicant for the regional Climate Pollution Reduction grant being advanced by the *SE Florida Climate Compact*.
- Expanding investments in renewable energy projects at County sites and facilities through resilience planning, infrastructure investments and building retrofits.

Responsible parties, in addition to other key staff and partners, who will ensure commitments are met include:

- Monroe County's Chief Resilience Officer, Ms. Rhonda Haag

Metrics of success that will be measured:

- \$ funding awarded to support resilient infrastructure
- Number of policy / plans modified or implemented to support climate resilience

Timeline of commitment and application period progress:

- Assist with completion of Climate Pollution Reduction Grant submission by March 2024.
- Submission of resilient infrastructure grant applications by September 2024.
- Immediate steps to be taken during the Phase 2 application period include assistance with regional policy effort via the Climate Compact.

Monroe County is a leader in resilience planning and implementation and looks forward to serving as a partner in climate and community resilience and using our experience as a catalyst for resilience planning with other local governments in the region.

Sincerely,



Roman Gastesi  
County Administrator  
Gastesi-Roman@monroecounty-fl.gov  
1100 Simonton Street, Suite 2-205  
Key West, FL 33040  
(305)292-4443 (Office)

Cc: Rhonda Haag, Chief Resilience Officer, Monroe County



February 15th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

**RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub**

Dear Secretary Raimondo,

I am writing on behalf of the Marine Research Hub, 501(c)(3), which connects the dots for collaboration and communication across the various sectors including academia, private enterprise, government, and economic development organizations to elevate research-based solutions for commercialization & monetization to create jobs, build business, harden our infrastructure while protecting and creating healthy marine and coastal ecosystems. The Marine Research Hub (MRH) is at the intersection of all the pieces that support the mission of The Climate Ready Tech Hub as it specifically relates to the Blue Economy. We are a Hub Partner based in Fort Lauderdale, FL with a regional network.

The Marine Research Hub® Consortium, founded in 2017 includes: Florida Atlantic University, Florida International University, Nova Southeastern University, University of Miami, along with the economic development organizations: Business Development Board of Palm Beach County, Greater Fort Lauderdale Alliance, Miami-Dade Beacon Council and lastly the Marine Industries Association of South Florida. Along with these founding members our partners include: Broward County, Port Everglades, The Broward Workshop, and FPL supporting the ecosystem network.

To support the consortium leader, Miami Dade County, and The Climate Ready Tech Hub, MRH, commits to in-kind match commitments to the Policy and Entrepreneurship project that will achieve advocacy for policy changes, and connecting the resources and networks.

The total commitment value is \$46,550 a year and \$232,500 over 5 years.

(i.) Specific actions that will be taken as part of this commitment include:

- Convening activities as an in-kind contribution
  - The in-kind match value of staff time is \$11,625.
- Leveraging current relationships and expertise to connect startups with industry experts, investors, and potential partners.
- Leverage and expand existing relationships with regional universities. Connect technical assistance in the areas of policy advocacy, collaboration, and connectivity with our research institution partners.
  - 1) to secure specific expertise including technical resources, and
  - 2) to access South Florida's leading minority-serving institutions.
  - The in-kind match value of staff time is \$11,625.

Marine Research Hub of South Florida, Inc.

221 SW 3<sup>rd</sup> Avenue

Fort Lauderdale, FL 33312

[www.marineresearchhub.org](http://www.marineresearchhub.org)

MDC133

- Monitor the implementation and performance of the pilot projects.
  - The in-kind match value of staff time is \$23,250.
- (ii.) Responsible Parties who will ensure commitment is met are:
  - Katherine O'Fallon
- (iii.) Metrics of success that will be measured:
  - # of convenings supported
  - # of new academic partnerships
  - # of pilot projects receiving monitoring and implementation
- (iv.) Timeline of commitment and application period progress:
  - 2025-2030
- (v.) New activity or a continuation of a previous effort
  - Current activities include convening activities and building relationships with various sectors including universities. The new activities would include monitoring pilot programs.

On behalf of the Marine Research Hub, I am honored to support and engage with the development of South Florida's Climate Resilience Tech Hub.

Sincerely,



Katherine O'Fallon  
Executive Director  
786-778-4453  
[Katherine@marineresearchhub.org](mailto:Katherine@marineresearchhub.org)  
221 SW 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33312

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW, Suite 71014  
Washington, DC 20230

**RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub**

Dear Secretary Raimondo,

I am writing on behalf of NEPTUNYA Ocean Power LLC, a marine energy company located in West Palm Beach, FL and a **Hub Partner** with Miami-Dade County and the Climate Ready Tech Hub.

Our company is dedicated to developing a revolutionary mixed-mode ocean energy device, harnessing both wind and wave power to generate clean electricity. With a commitment to advancing sustainable energy solutions, NEPTUNYA plans to deploy its TRL7+ marine energy system at the hub's deployment and demonstration site to advance our product to TRL8+ status, facilitating our scalability and readiness for commercialization. In addition, if awarded, NEPTUNYA will make an in-kind match of personnel time to assist with further development of a regional marine energy ecosystem and assist with targeted workforce development efforts of the hub.

Access to open water testing facilities holds profound significance for companies like ours. Deploying our technologies in critical operational environments such as the ocean is the only way to demonstrate our technologies and innovations. This crucial pathway will help validate our innovations and also enable us to reach the commercialization stage, facilitating the growth of our company and expansion of our workforce.

Our company is at a crucial juncture where the validation of our technologies in real-world conditions is imperative for our market readiness. Open water testing facilities provide an indispensable platform for reaching that goal, where we'll be able to conduct rigorous assessments, allowing us to showcase the performance and reliability of our innovations.

This commitment will achieve an understanding of the energy production performance of our system in an ocean environment by the end of 2026. The total Commitment Value is at least \$50,000 per year, or \$250,000 over all five years.

(i.) Specific actions that will be taken as part of this commitment include:

- Provide TRL7 marine energy systems for deployment at regional hub sites to progress our technology to TRL8+ and educate investors and the public about commercial opportunities in marine energy. - The in-kind match value of our staff time is \$30,000 per year.
- Participate in marine energy ecosystem regional development working groups to specify original equipment manufacturer needs that align with the marine energy supply chain. - The in-kind match value of our staff time is \$10,000 per year.
- Participation in the Workforce Working Group by collaborating on developing new specialized training and certificate programs related to marine energy and our company needs. - The in-kind match value of our staff time is \$10,000 per year.

- NEPTUNYA commits to offer equal opportunities to disadvantaged and under-served workers for future hires as the company grows and expands.

(ii.) Responsible Parties who will ensure commitment is met are:

- Rodrigo Griesi - Founder & CEO

(iii.) Metrics of success that will be measured:

- # of units deployed that demonstrate the evolution of our technology to TRL8+.
  - Enhanced technological readiness of our innovations through rigorous testing and validation in open water environments.
  - Generation of empirical data and insights to inform product optimization and development iterations.
- 30% increase in market and public awareness of our products and marine energy commercial opportunities.
  - Strengthened credibility and market acceptance of our technologies, leading to increased investor interest and potential partnerships.
- Ensure regional marine energy supply chain alignment with our product needs and reduce our costs by sourcing locally by 20%.
  - Expansion of our company's workforce and infrastructure to support the scaling up of operations and production capabilities.
- 30% greater success rate with federal technology and market development opportunities for our products.
  - Progression towards commercialization stage, with a clear pathway for product deployment and market penetration.

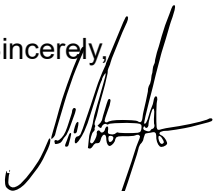
(iv.) Timeline of commitment and application period progress:

- 5 years (until 2030)
- Immediate steps taken during the Phase 2 application period are:
  - Establish scope and timelines for deployment
  - Project planning and technology preparation
  - Deployment and outreach
  - Participation in Hub working group(s) and regular Hub meetings
  - Provide workforce development efforts with needs and marine energy specific guidance

(v.) Clarification on new activity or a continuation of a previous effort?

- new activity

Sincerely,



**Rodrigo Griesi** / [rodrigo@neptunya.net](mailto:rodrigo@neptunya.net) / (508) 603-6191

Founder & CEO

**NEPTUNYA Ocean Power LLC.**

230 N CONGRESS AVE #C3

LAKE PARK, FL 33403





**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
Coral Reef Conservation Program  
1305 East West Highway  
Silver Spring, Maryland 20910

February 27, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / South Florida Climate Resilience Tech Hub

Dear Secretary Raimondo,

I am writing in support of the South Florida Climate Resilience Tech Hub. The White House's Nature Based Solutions (NBS) Roadmap notes "Coral reef restoration in Florida and Puerto Rico has the potential to provide \$272.9 million annually in direct and indirect flood damage savings—dollars that will compound in value over time." As you know, at NOAA we continue to believe NBS will be an important tool in our fight to adapt to climate change and build resilience.

Commercializing new technologies for coastal resilience is critical to NOAA's mission to conserve and manage coastal and marine ecosystems and resources. Our staff met with members of the Tech Hub in January 2024, and the vision they shared to build a globally leading testbed for companies working to commercialize and scale green-gray coastal infrastructure and nature-based solutions is extremely exciting. We believe their platform will leverage NOAA funded research by creating a home for companies supported by programs like the Small Business Innovation Research (SBIR) which all too often struggle to find an opportunity to deploy and demonstrate the efficacy of their technology.

The Tech Hub led by the University of Miami aims to accelerate the deployment of innovative, gray-green coastal protection infrastructure through:

- Leverage and expand existing coastal product demonstration facilities along South Florida's coastline;
- Provide consolidated and rigorous testing and validation of benefits through a consortium of university and scientific actors that start-ups can access at a subsidized rate; and
- Advance promising companies to help them drive innovation, capture market share and produce high-quality jobs.



MDC137



**UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration**

Coral Reef Conservation Program  
1305 East West Highway  
Silver Spring, Maryland 20910

The proposed work will directly complement multiple newly funded programs including the Coastal Resilience Workforce Grants, Climate Resilience Community Challenge Grants, and the Ocean Based Climate Resilience Accelerators. Investments in commercializing hybrid artificial reefs and climate resilient coral is particularly timely given new federal funding and rule changes allowing coastal protection funds to pay for coral restoration.

NOAA has long standing relationships with the universities in the Tech Hub, including cooperative agreements between the University of Miami and NOAA's Atlantic Oceanographic and Meteorological Laboratory (AOML), and Florida International University and the National Hurricane Center. If funded, NOAA anticipates both synergies from the Tech Hub and NOAA's initiatives, and new commercial uses for the technologies and scientific products developed in this regional ecosystem.

In conclusion, we support funding for South Florida's Tech Hub and if funded see the potential for expanded collaborations with the region.

Sincerely,

Jennifer Koss  
NOAA Coral Reef Conservation Program Director





**BRENT LATHAM**

*Mayor*

**February 16, 2024**

The Honorable Gina M. Raimondo  
Secretary  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Washington, DC 20230

Dear Secretary Raimondo,

On behalf of North Bay Village, I am pleased to write this letter in strong support of the Climate Ready Tech Hub Phase 2 application to the U.S. Economic Development Administration's (EDA) Regional Technology and Innovation Hub Program. The application's success would mean an influx of good paying jobs and capital for the South Florida region from Monroe to Palm Beach County. The region is positioned to become the world leader in resilience readiness as the Tech Hub fosters emerging technologies and a commitment to innovation. This will ensure South Florida's diverse workforce supports critical local and national priorities while also safeguarding and defending our most precious resources.

The consortium members and hub partners that make up the Climate Ready Tech Hub span local governments, academic institutions, leading startups, companies, EDOs, and workforce and labor organizations. Exemplary members and partners include Miami-Dade, Broward, Monroe, and Palm Beach counties along with Florida International University, Florida Atlantic University, Miami Dade College, University of Miami, Florida Memorial University, the University of Florida, Watsco, Titan, Citadel, International Union of Operating Engineers LOCAL 487, and South Florida Regional Planning Council.

Climate Ready Tech Hub aims to be the global destination to commercialize and deploy resilience technology. Florida's only Tech Hub would drive economic opportunity to underrepresented communities by advancing a resilient workforce of the future and accelerating market-ready solutions through an entrepreneurial ecosystem.

The Climate Ready Tech Hub will amplify innovation through collaboration with our research institutions and world class companies on the frontlines of resiliency. There is no community in the world more affected by coastal hazards than South Florida. Advancing commercialization of resilience technology through the Tech Hub will accrue significant benefits to our region and the country, leveraging federal, state, and local investments in coastal resilience and energy.

Furthermore, South Florida is the nation's second-fastest growth region for venture capital investments, and we hold the top ranking in the United States for new business formation. This inflow of investment has helped establish a robust cluster of companies, research facilities and startups focused on Sustainable and Resilient Infrastructure technologies in our region.

The Tech Hub would have a significant impact on economic development opportunities in South Florida. The investment in Climate Ready Tech Hub would support the creation of approximately 59,000 jobs by 2034 with good paying jobs in construction, scientific and technical services, retail trade and other industries. Additionally, this award could result in \$6.4 billion in GDP, with \$3.7 billion in global exports. Further, the Tech Hub is estimated to have substantial population growth for the Hispanic and Black communities and economic migration among those groups to the region.

South Florida's unique, regional resources make it a logical home for innovators looking to unlock the potential to develop, test, and scale new solutions to tackle threats. By harnessing our region's unique assets, we can navigate immediate challenges, drive economic growth, foster collaboration with neighboring markets, and accelerate the development and deployment of cutting-edge solutions that will help us address our planet's most urgent issue.

Thank you for your consideration of this letter and the Climate Ready Tech Hub's request.

With sincere gratitude,



**Mayor Brent Latham**  
**North Bay Village**



Alix Desulme, Ed.D.  
Mayor

February 16, 2024

The Honorable Gina M. Raimondo  
Secretary  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Washington, DC 20230

Dear Secretary Raimondo,

On behalf of North Miami, I am pleased to write this letter in strong support of the Climate Ready Tech Hub Phase 2 application to the U.S. Economic Development Administration's (EDA) Regional Technology and Innovation Hub Program. The application's success would mean an influx of good-paying jobs and capital for the South Florida region from Monroe to Palm Beach County. The region is positioned to become the world leader in resilience readiness as the Tech Hub fosters emerging technologies and a commitment to innovation. This will ensure South Florida's diverse workforce supports critical local and national priorities while also safeguarding and defending our most precious resources.

The consortium members and hub partners that make up the Climate Ready Tech Hub span local governments, academic institutions, leading startups, companies, EDOs, and workforce and labor organizations. Exemplary members and partners include Miami-Dade, Broward, Monroe, and Palm Beach counties along with Florida International University, Florida Atlantic University, Miami Dade College, University of Miami, Florida Memorial University, the University of Florida, Watsco, Titan, Citadel, International Union of Operating Engineers LOCAL 487, and South Florida Regional Planning Council.

Climate Ready Tech Hub aims to be the global destination to commercialize and deploy resilience technology. Florida's only Tech Hub would drive the economic opportunity to underrepresented communities by advancing a resilient workforce of the future and accelerating market-ready solutions through an entrepreneurial ecosystem.

The Climate Ready Tech Hub will amplify innovation through collaboration with our research institutions and world-class companies on the frontlines of resiliency. There is no community in the world more affected by coastal hazards than South Florida. Advancing the commercialization

**Office of the Mayor and Council**

776 NE 125 Street | North Miami | Florida | 33161  
Office: 305.895.9815 Fax: 305.892.9899  
E-mail: [adesulme@northmiamifl.gov](mailto:adesulme@northmiamifl.gov) Web: [www.northmiamifl.gov](http://www.northmiamifl.gov)



Alix Desulme, Ed.D.  
Mayor

of resilience technology through the Tech Hub will accrue significant benefits to our region and the country, leveraging federal, state, and local investments in coastal resilience and energy.

Furthermore, South Florida is the nation's second-fastest growth region for venture capital investments, and we hold the top ranking in the United States for new business formation. This inflow of investment has helped establish a robust cluster of companies, research facilities, and startups focused on Sustainable and Resilient Infrastructure technologies in our region.

The Tech Hub would have a significant impact on economic development opportunities in South Florida. The investment in Climate Ready Tech Hub would support the creation of approximately 59,000 jobs by 2034 with good-paying jobs in construction, scientific and technical services, retail trade, and other industries. Additionally, this award could result in \$6.4 billion in GDP, with \$3.7 billion in global exports. Further, the Tech Hub is estimated to have substantial population growth for the Hispanic and Black communities and economic migration among those groups to the region.

South Florida's unique, regional resources make it a logical home for innovators looking to unlock the potential to develop, test, and scale new solutions to tackle threats. By harnessing our region's unique assets, we can navigate immediate challenges, drive economic growth, foster collaboration with neighboring markets, and accelerate the development and deployment of cutting-edge solutions that will help us address our planet's most urgent issue.

Thank you for your consideration of this letter and the Climate Ready Tech Hub's request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alix Desulme".

Alix Desulme, Ed.D.  
Mayor

**Office of the Mayor and Council**

776 NE 125 Street | North Miami | Florida | 33161  
Office: 305.895.9815 Fax: 305.892.9899  
E-mail: [adesulme@northmiamifl.gov](mailto:adesulme@northmiamifl.gov) Web: [www.northmiamifl.gov](http://www.northmiamifl.gov)



January 19, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo,

I am writing on behalf of Northeastern University, an R-1 private research university that specializes in providing experiential learning opportunities to all its global student population. Miami joins our global university system with a focus on technology, finance, and health sciences. This campus enables Northeastern to fully leverage its resources at the intersection of workforce development and coastal resiliency to become core partners in Miami Dade County's economic growth.

To support the consortium leader, Miami Dade County, and The South Florida Climate Resilience Tech Hub, Northeastern University commits to supporting and developing Miami-based coastal resiliency research collaborations and facilities, specifically in the civil engineering space. With a unique set of successful workforce development models, including Associate's to Master's Degree pathways and apprenticeships, Northeastern can also support various programming geared towards both K-12 students and adult learners to support the technologies to be commercialized through this effort. Northeastern will also support technology transfer efforts, in partnership with industry leaders, to ensure that innovations in hurricane surge barriers, seawall construction, and sustainable structures come to market and directly benefit Miami Dade County.

This commitment will allow for the continuation of workforce development programming and pathways for Miami Dade College students in 2024, multiple research collaborations and joint applications by 2025, and coastal resiliency technology deployment by 2026.

(i.) Specific actions that will be taken as part of this commitment include:

- Research collaboration with Northeastern University's Department of Civil and Environmental Engineering to develop and test movable hurricane surge barriers – apply for National Science Foundation Engineering Research Center (ERC) based in Miami

**Miami Campus**

230 NW 24<sup>th</sup> Street

5<sup>th</sup> Floor

Miami, FL 33127

miami.northeastern.edu

- Utilize Northeastern University's STReSS Lab to conduct unique research on the sustainability of various materials and structures to be used for coastal resiliency purposes
  - Create targeted coastal resiliency workforce development programming, via the establishment of a non-profit, Urban Coastal Resilience and Sustainability Academy, for both Miami Dade County high school students and Miami Dade College students and develop climate and resiliency related curricula, including climate finance
- (ii.) Responsible Parties who will ensure commitment is met are:
- Maria Alonso, CEO and Regional Dean, Northeastern University, Miami; Jared Auclair, Interim Dean, College of Professional Studies, Vice Provost for Research, Economic Development; Kim Holloway, Vice Provost for Research Development
  - Dr. Q. Jim Chen, Professor, Civil and Environmental Engineering and Marine and Environmental Sciences; Dana DeBari, Director of Government Relations & Strategic Projects
- (iii.) Metrics of success that will be measured:
- Number of federal research grants applied for
  - Number of students participating in workforce development programming hosted at Northeastern's Miami campus
    - Creation of a civil engineering apprenticeship program in partnership with Miami Dade County's Community Workforce Program
  - Number of patents and IP related to coastal resiliency
- (iv.) Timeline of commitment and application period progress:
- ERC application in 2024
  - Workforce development programming in 2024 and 2025
  - Moveable hurricane surge barrier and other technological innovation deployment by 2026
- (v.) Clarification on new activity or a continuation of a previous effort?
- Our primary commitment to increase research collaboration in coastal resiliency is a continuation of a myriad of parallel projects, with a specific focus on Miami Dade County's infrastructure needs.

We are proud to be a Tech Hub partner and look forward to our continued partnership in support of Miami Dade County, and the South Florida Climate Resilience Tech Hub. Should you have any questions, please do not hesitate to reach out to us.



Maria C. Alonso  
 CEO and Regional Dean, Miami  
[m.alonso@northeastern.edu](mailto:m.alonso@northeastern.edu)



Kim Holloway  
 Vice Provost, Research Development  
[k.holloway@northeastern.edu](mailto:k.holloway@northeastern.edu)





**BEV SEAY**  
**Southeast Regional Director**  
2121 Crystal Drive, Suite 500  
Arlington, VA 22202  
P: (407) 234-7785  
E: bseay@nsin.mil

Feb. 13, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Avenue, N.W.  
Suite 71014  
Washington, D.C. 20230

Dear Secretary Raimondo:

As the Southeast Regional Director of the National Security Innovation Network (NSIN), a Department of Defense program under the Defense Innovation Unit, I write in support of the South Florida Climate Ready Tech Hub and its efforts to become a global technology leader in an area that is so critical to our military and to our national security. Given the impact of climate risks to DOD readiness, operations and infrastructure, this challenge is just the kind that NSIN, through our programs in nine regions throughout the United States, seeks to address in unique ways.

We maintain an ongoing relationship with the South Florida Defense Alliance, a full consortium partner of the Climate Ready Tech Hub, in its efforts to expand the defense tech ecosystem in the region. Through expanded collaboration with us, the Tech Hub would gain access to the numerous programs we support to connect innovators, academics and entrepreneurs across communities that might not traditionally cross paths. The Hub could also gain access to our Venture Portfolio and our Transition Cell program support for dual-use technology companies. We see many synergistic opportunities with the Tech Hub project verticals as well as the proposed RESWERX incubator/accelerator and can provide additional linkages to other DOD entities, and to university-based research and private sector partners within the NSIN network.

NSIN enthusiastically supports the work of the South Florida Climate Ready Tech Hub and we look forward to jointly pursuing the development and deployment of dual-use technologies to enhance both our climate resilience and our national security.

Sincerely,

A handwritten signature in black ink that reads 'Beverly J. Seay'.

Beverly Seay  
Southeast Regional Director  
National Security Innovation Network  
U.S. Department of Defense  
407-234-7785  
[www.nsin.mil](http://www.nsin.mil) | [@NSIN\\_us](https://twitter.com/NSIN_us) | [LinkedIn](#)



ASSOCIATE PROVOST AND SENIOR VICE PRESIDENT  
DIVISION OF RESEARCH AND ECONOMIC DEVELOPMENT  
3300 S. University Drive  
Fort Lauderdale, Florida 33328-2004  
PHONE: (954) 262-7539

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

February 2, 2024

Dear Secretary Raimondo,

I am writing on behalf of Nova Southeastern University, which is a private, not-for-profit, doctoral research university delivering innovative academic programs in a dynamic, lifelong learning and research environment fostering integrity, academic excellence, leadership, and community service through engaged students, faculty, and staff. To support the consortium leader, Miami Dade County, and The South Florida Climate Resilience Tech Hub, Nova Southeastern University is committed to providing expertise and insights, collaborating with the tech hub and consortium members, and exploring possible workforce development programs based on Tech Hub technologies. This commitment will help the Tech Hub achieve the shared vision of commercializing innovative climate-resilient technologies and building a workforce for sustainable resilient infrastructure by 12/31/2029.

(i.) Specific actions that will be taken as part of this commitment include:

- Collaborating actively with fellow consortium members, sharing our unique insights, expertise, and resources to drive the success of the initiative.
- Participating in the development and implementation of assessments to address identified gaps and needs.
- Engaging with the consortium's centralized collaborative platform to promote seamless information sharing and collaboration.
- Embracing a data-driven approach to inform decision-making and adapting our strategies based on the insights derived from assessments.
- Promoting cross-collaboration through joint appointments at universities, labs, and private sector companies.
- Exploring the possibility of creating certificate programs to support climate resilient workforce development.

(ii.) Responsible Parties who will ensure commitments are met:

- Ken Dawson-Scully, Ph.D., M.Sc.; Senior Vice President for Research & Associate Provost
- Roxana Ross, Ed.D., M.B.A., GPC; Assistant Vice President for Research
- Jordan Merritt Ph.D.; Special Projects Manager III

(iii.) Metrics of success that will be measured:

- Success will be determined based on the continued involvement of Nova Southeastern University with the Climate Tech Hub and collaboration with Tech Hub members. This can be characterized by



ASSOCIATE PROVOST AND SENIOR VICE PRESIDENT  
DIVISION OF RESEARCH AND ECONOMIC DEVELOPMENT  
3300 S. University Drive  
Fort Lauderdale, Florida 33328-2004  
PHONE: (954) 262-7539

innovations in climate resilient technologies, policies, workforce, and governance which bring regional awareness and associated novel opportunities to South Florida universities, institutes, and businesses.

- Additionally, as the Tech Hub determines technologies ready for commercialization that require skilled workforce to build, install, and maintain the technologies, Nova Southeastern University will explore the possibility of offering certificate training programs to help prepare the workforce.

(iv.) Timeline of commitment and application period progress:

- Commitments will be completed by 12/31/2029.
- Immediate steps taken during the Phase 2 application period are:
  - Dedicated time from Division of Research staff for involvement in the Tech Hub, which included participation in weekly Tech Hub meetings and discussions, coordination with Nova Southeastern University faculty and college dean to construct and submit climate resilient projects for consideration in the Phase 2 application, service on the Tech Hub Steering Committee to help determine viable projects for the Phase 2 application through dedicated assessment, consultation, discussion, and planning, and submission of the commitments summarized above to further support the Tech Hub.

(v.) Clarification on new activity or a continuation of a previous effort?

- Commitments are new activities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Dawson-Scully".

Ken Dawson-Scully, Ph.D., M.Sc.



February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Ocean Exchange, which is a 501c3 nonprofit that accelerates the adoption of innovative solutions focused on healthy oceans and sustainable Blue Economy through awards (\$320,000 USD annually), mentoring, and promotional activities, some of which are activated through a large global network of accelerators, incubators, and subject matter experts. Ocean Exchange is US-based, yet international in its scope of activities. It has an office in Florida at the address listed below at the end of this letter.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, Ocean Exchange will make in-kind contributions to the Policy & Entrepreneurship Project.

This commitment will facilitate a growing network of startups, investors, and strategic partners for South Florida, particularly access to those outside of Florida, including parties who seek to do business in Florida. The total Commitment Value is at least \$50,000.

(i.) Specific actions that will be taken as part of this commitment include:

- Continue the Ocean Exchange event in Fort Lauderdale, independently funded by international private parties, where 150 leading marine/maritime experts convene to hear pitches from 24 vetted finalists,
- Leverage connections to organizations in the Ocean Exchange networking, like 1000 Ocean Startups, Creative Destruction Lab, Florida Ocean Alliance, World Ocean Council and Ocean Visions.
- Completion of Ocean Exchange event in South Florida in 2024/25.
- Introduction of Ocean Visions to South Florida decision makers for 2025 bi-annual event on Climate/Carbon.

(ii.) Responsible Parties who will ensure commitment is met are:

- Millicent Pitts, Executive Director of Ocean Exchange

(iv.) Timeline of commitment and application period progress:

- Immediate steps taken during the Phase 2 application period are:

(iii.) Metrics of success that will be measured:

- Planning for the 2024 Ocean Exchange event in Fort Lauderdale and recruitment of 2024 Subject Matter Expert teams.



- Member of Steering Committee of 1000 Ocean Start-ups
- Phase 1 grantee of NOAA Ocean-Based Climate Accelerator
- Mentor of startups in Canada's Creative Destruction Labs, Cohort 4
- Produce May webcast with three startups in fundraising mode in conjunction with the World Ocean Council.

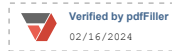
(v.) Clarification on new activity or a continuation of a previous effort?

- These activities are a continuation of 12 years of Ocean Exchange history of finding, funding, and fostering innovative startups for healthy oceans and coastal systems.

Sincerely,

**Name** *Millicent Pitts*

**Signature** *m Pitts*



Email [millicent.pitts@oceanexchange.org](mailto:millicent.pitts@oceanexchange.org)

Phone 912-257-0209

Physical address

Ocean Exchange

% Marine Industries Association

221 SW 3rd Avenue

Fort Lauderdale, FL 33312



"Helping People Help Themselves, Through Training & Employment"

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of **OIC of South Florida (OIC-SFL)**, which is a community-based workforce development organization, founded in 2001, serving over 45,000 residents of South Florida since its inception. OIC-SFL will support this project by applying its 23 years of experience serving underserved communities and underrepresented populations in South Florida, to ensure all local residents have the opportunity to be represented and included in regional tech innovation and economic development efforts.

OIC of South Florida is a Consortia Member, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort. In particular, OIC-SFL is a key partner in the consortia in advancing equity for underserved and underrepresented populations in the region. To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, OIC-SFL will make an in-kind match, supported by non-federal, private foundation funding, to the Workforce Project.

This commitment will enable successful development and provision of industry, employer, and worker-informed training that will equip local workers with the skills needed to perform in emerging resilience and tech-related jobs and that will connect them with quality jobs aligned with the Commerce and Labor Departments' Good Jobs Principles, to be achieved by the end of the grant period. The total Commitment Value is \$100,000, to support participant engagement and instruction, through classroom and instructional space and materials, and outreach and communications staff and activities.

Specific actions that will be taken as part of this commitment include:

- OIC-SFL will engage its industry, employer, and tech hub partners, to define career pathways that meet the skill requirements to support selected projects and the needs of the regional labor market.

**Opportunities Industrialization Center of South Florida, Inc.**

An Affiliate of OIC of America, Inc. Est. 1964

**Broward Office:** 3407 NW 9<sup>th</sup> Ave., Suite 100, Ft. Lauderdale, FL 33309 | Phone: (954) 563-3535 | Fax: (954) 563-5225

**Miami Office:** 5120 NW 24<sup>th</sup> Ave., Miami, FL 33142 | Phone: (305) 638-4880

[www.OICSFL.org](http://www.OICSFL.org)

MDC150

**BOARD OF DIRECTORS**

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Shea Curtin

**STAFF**

Newton B. Sanon  
President & CEO



"Helping People Help Themselves, Through Training & Employment"

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Daphnee A. Sainvil  
Shea Curtin

**STAFF**

Newton B. Sanon  
President & CEO

- OIC-SFL will outreach to and recruit underserved and underrepresented individuals and communities.
- OIC-SFL will provide foundational, essential employability skills training and vocational training, leading to industry-recognized credentials, as well as job placement support.
- OIC-SFL will provide case management and wrap-around services that support inclusion of underserved communities.
- OIC-SFL’s vocational and technical training, aligned with three of the South Florida Tech Hub’s four technology categories (Coastal Resilience & Marine Infrastructure, Clean Cement, and Clean Energy), will focus on construction, electrical, and cement (3-D cement printing) for coastal defense -trades that are critical for coastal defense and resiliency jobs.

Responsible Parties who will ensure commitment is met are OIC-SFL’s President and CEO, Newton Sanon, supported by VP of Programs Virgilio Rodriguez and Director of Workforce Development Holly Ellazar.

Success will be measured by the number of participants that are trained and placed in jobs. The timeline of this commitment is within the EDA Tech Hub grant period, projected for 2025 to 2030. This is a new activity.

During this Phase 2 application period and over the past four months, OIC of South Florida has been meeting weekly with the South Florida Tech Hub, including consortia members. Additionally, in partnership with the South Florida Tech Hub Workforce Development Committee and Miami-Dade College, OIC-SFL has led development of the workforce development and equity strategies and plans included in this proposal.

Sincerely,

DocuSigned by:  
  
 2AB8F93BD67043F...

Newton Sanon  
President and CEO  
OIC of South Florida

**Opportunities Industrialization Center of South Florida, Inc.**

An Affiliate of OIC of America, Inc. Est. 1964

**Broward Office:** 3407 NW 9<sup>th</sup> Ave., Suite 100, Ft. Lauderdale, FL 33309 | Phone: (954) 563-3535 | Fax: (954) 563-5225

**Miami Office:** 5120 NW 24<sup>th</sup> Ave., Miami, FL 33142 | Phone: (305) 638-4880

[www.OICSFL.org](http://www.OICSFL.org)



February 23, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of the Partnership for Miami, a Hub Partner and civic group composed of Miami's most respected business CEOs. Together with elected representatives and civil society stakeholders, the Partnership works to advance Miami's long-term success as a place of economic opportunity, global innovation and upward mobility.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, the Partnership for Miami will make Policy commitments to the Governance and Policy & Entrepreneurship Projects.

This commitment will advance regionally coordinated climate change mitigation, adaptation, and resilience planning and implementation by 2030.

(i) Specific actions that will be taken as part of this commitment include:

- Serve as liaison to a wide network of CEOs in Miami-Dade.
- Host or co-host events that facilitate cooperation among consortium members, bringing together local firms, researchers, and investors to accelerate innovation in climate resilience.
- Educate stakeholders and support policy changes that align with the goals of the Climate Resilience Tech Hub and promote sustainable and resilient infrastructure development.

(ii) Responsible Party who will ensure commitment is met is:

- Raul Moas, President





(iii) Metrics of success that will be measured:

- Number of meetings attended;
- Number of policy/regulatory changes developed and advanced

(iv) Timeline of commitment and application period progress:

- 2025-200

(v) This is a new activity.

Sincerely,

Raul Moas  
President

Partnership for Miami  
2020 Salzedo Street  
Suite 500  
Coral Gables, FL 33134

February 16th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Refresh Miami, which is a 501c3 non-profit with a mission to educate, inspire, connect and grow South Florida's tech and startup ecosystem. Founded in 2006, Refresh Miami has been the central home for the Miami Tech ecosystem for close to two decades, reporting on the latest tech and startup news, job openings, events and resources. Refresh Miami currently has over 16,000 subscribers and is located in Miami, Florida.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, Refresh Miami will expand current efforts to track innovation activity and make a dashboard for tracking the growth of local companies in the climate tech space and bring visibility to their work for the Policy & Entrepreneurship Project.

This commitment will help drive awareness and interest in local climate tech companies over the course of five years, with the goal of accelerating commercialization. The total Commitment Value is at least \$125,000.

(i.) Specific actions that will be taken as part of this commitment include:

- Tracking of the climate tech ecosystem in South Florida to measure the growth of the space over time.
  - Metrics to track: funding dollars raised (both dilutive and non-dilutive sources), revenue, company valuation, 12-month growth based on number of employees, monthly website visitors, etc.
  - The methodology of data collection leverages publicly available information, and verification from our software provider Dealroom.co in partnership with their knowledge partners.
  - Equity is addressed by tracking equity indicators such as: # of founders of color, # of women founders, and the distribution of capital amongst those companies
  - The methodology behind these equity indicators is: identify, direct outreach, invitation to self-identify, use publicly available information, analyze, and share

- Reporting on the local climate tech sector, helping to drive interest from investors, customers, and talent.
    - Reach: 50,000 page views of the Refresh Miami website per month, 29,000+ followers across 4 social media channels, 16,000+ newsletter subscribers
    - Example: KIND Designs raises \$5m to build 3d printed seawalls, a solution to 3D print 95% of seawalls, making them less expensive to produce. These “Living Seawalls” mimic coral reefs and mangroves which promote biodiversity and improve the water quality. Additionally, the seawalls have embedded sensors to monitor data such as pH levels and water temperature in real-time.
    - Example: Seaworthy Collective, a Miami-based BlueTech entrepreneur support organization & community, receives a grant from the SBA to create a BlueTech fellowship program with Miami-Dade College, in addition to separate grant funding received from the Department of Energy, and Salesforce.
    - Example: Testimonial from a person who was covered in Refresh Miami news
  - Reporting on the work of the Climate Ready Tech Hub
    - Example: Within 1 year, Refresh Miami has written 11 articles pertaining to the Miami Tech Talent Coalition, a regional initiative bringing together more than 290 leaders in tech and business, government, education, and community organizations - working together to create a sustainable tech talent pipeline in Miami and South Florida.
- (ii.) Responsible Parties who will ensure commitment is met are:
- Maria Derchi Russo, Executive Director
- (iii.) Metrics of success that will be measured:
- Funding dollars raised: the cumulative funding secured by local climate tech companies annually.
  - Revenue growth: the year-over-year revenue growth of local climate tech companies
  - Website traffic: increased use of dashboard over time
  - Content reach: measure the reach of reporting on the local climate tech sector
  - Special reporting: coverage of climate tech innovation, notable collaborations, etc.
- (iv.) Timeline of commitment and application period progress:
- 5 years
  - Immediate steps taken during the Phase 2 application period are:
    - Scope out enhancements to existing dashboard
    - Create process to collect equity indicators and resources necessary to do so
    - Build out climate tech content calendar and climate tech category on News site
- (v.) Clarification on new activity or a continuation of a previous effort?
- Expansion of an existing effort



Refresh Miami  
111 NE 1 ST, 8th FL, #310  
Miami, FL 33132

Sincerely,

A handwritten signature in black ink that reads "Maria Derchi Russo". The signature is written in a cursive, flowing style.

Maria Derchi Russo

Email: [maria@refreshmiami.com](mailto:maria@refreshmiami.com)

Phone: (786)457-3036

Physical address: 111 NE 1 ST, 8th FL, #310, Miami, FL 33132



February 26, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of the Related Group, a real estate development and investment firm and Hub Partner headquartered in Miami, Florida. Since 1979, Related has helped create distinctive, dynamic communities and symbolic landmarks that have become sources of local pride. Of particular significance, Related has built and rehabilitated over 100,000 affordable and workforce housing units with over \$15 billion in total development costs as part of our commitment to ensure our communities remain places of opportunity for all.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, The Related Group will participate as follows:

(i.) Specific actions that will be taken as part of this commitment include:

- Connect entrepreneurs with potential partners in the private sector.
- Participate in the Policy & Entrepreneurship Working Group designed to advise and mentor startups.
- Identify and present opportunities to spotlight and showcase Tech Hub activities at industry conferences and events outside of the region including nationally and internationally.
- Facilitate opportunities and extend invitations to global partners to annual industry convenings in South Florida
- Identify and present mutually beneficial strategic public relations and communications activities with a goal of broadening the reach and awareness of Tech Hub activities.
- Identify and present opportunities to engage Tech Hub constituents in knowledge sharing activities such as industry round tables, working groups, task forces, committees and other relevant convenings.
- Embed findings of specific Tech Hub initiatives like building benchmarking across our client advisory services and help promote specific aspects of Tech Hub research within the real estate industry globally.

(ii.) Responsible Parties who will ensure commitment is met are:

- Jon Paul Perez

(iii.) Metrics of success that will be measured:

- Number of relationships initiated
- Number of startups mentored through working group
- Number of opportunities presented
- Number of event and marketing collaborations

(iv.) Timeline of commitment and application period progress:

- 2025-2030

(v.) This is a continuation of our existing work with new partnerships.

This commitment cements our support of the development of the Climate Ready Tech Hub as we collectively strive to foster collaboration and innovation to shape the future of infrastructure in the South Florida region and globally.

Sincerely,



**Jon Paul Perez**  
**President**

[jpgerez@relatedgroup.com](mailto:jpgerez@relatedgroup.com)



February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Seaworthy Collective, which is a Miami-based 501c3 non-profit BlueTech (ocean and climate impact innovation) entrepreneur support organization and community located in Miami and is a Hub Partner. Our mission is to make BlueTech accessible and inclusive. Seaworthy Collective's startup programs have supported 26 startups and 56 founders over the past 3 years, and Seaworthy founders have raised over \$8 million since graduating. Seaworthy intentionally supports underrepresented founders, with 57% of program participants identifying as female and/or diverse founders (BIPOC and/or LGBTQIA). Founders tap into Seaworthy's global network of 2,250 members, 250 mentors, and over \$1 billion in combined assets.

To support the consortium leader, MiamiDade County, and The Climate Ready Tech Hub, Seaworthy Collective commits to providing programmatic support for entrepreneurs for the Policy Innovation and Entrepreneurship horizontal through our early-stage entrepreneur support programs, led by our flagship startup studio and incubator serving pre-TRL7 startups in impact areas including coastal resilience and adaptation, greenhouse gas reduction and removal, as well as pollution.

Seaworthy Collective's commitments via its startup programs will support building a pipeline of early-stage startups developing opportunities for commercialization; mobilizing local companies and sourcing global businesses looking to pilot and/or implement their solutions in South Florida. Founders tap into Seaworthy's global network of 2,250 members, 250 mentors, and over \$1 billion in combined assets. Seaworthy Collective supports up to 14 ocean and climate impact startups and 35 founders annually through its Startup Studio and Incubator. Seaworthy Collective also commits to ensuring at least 50% of entrepreneurs it supports are from underrepresented backgrounds (female, BIPOC, and/or LGBTQIA).

As a 501c3 non-profit, Seaworthy Collective does not charge companies in its Startup Studio and Incubator fees or equity for participation. Instead, early-stage businesses earn scholarships valued at \$25,000 each, supported by partners including federal agencies such as the Department of Energy and the Small Business Administration, as well as corporate partners such as Salesforce.

The total commitment value is \$2,000,000.

(i.) Specific actions that will be taken as part of this commitment include:



- Primarily, provide programmatic support for at least 4 startups and their entrepreneurs aligned with the Tech Hub's goals via its startup programs, with its flagship Startup Studio and Incubator (for pre-TRL7 startups). This includes access to Seaworthy's community and resources, global network and services providers, 1-on-1 support, business curriculum, grants support, and opportunities for visibility. The program culminates in the Startup Showcase, celebrating the progress of startups supported throughout the year.
    - The in-kind value of programmatic support for the Startup Studio is \$1.75 Million
    - {calculated as 14 startups per year x 5 years = 70 total startups \* \$25,000 per startup = \$1.75 Million}
  
  - Secondly, Seaworthy Collective, in collaboration with Tech Hub Partner Ocean Exchange, will be delivering on a separate but parallel proposal for NOAA Ocean-Based Climate Resilience Accelerators (OCRA) Phase 1 (\$250k in funding) that will be leveraged towards designing programmatic support for serving later-stage companies and entrepreneurs, with future additional funding potentially leveraged to expand current Tech Hub entrepreneurial support.
    - The in-kind value of later-stage programmatic support design for the coastal resilience and marine infrastructure vertical is \$250,000.
- (ii.) Responsible Parties who will ensure commitment is met are:
- Daniel Kleinman, Founder & CEO
  - Tamara Kahn, Startup Programs Director
- (iii.) Metrics of success that will be measured:
- # founders supported
    - % Demographic distribution of founders (women, BIPOC, LGBTQIA, differently-abled)
  - \$ funding raised by graduates
- (iv.) Timeline of commitment and application period progress:
- Start-up Studios will complete by 12/31/2029
  - Technology Component Project support will complete 12/31/2029
  - Immediate steps taken during the Phase 2 application period are:
    - Finalizing program design (with partners) for (TRL7+) accelerator
    - Winning Phase 1 and applying for Phase 2 of NOAA Ocean-Based Climate Resilience Accelerators Grant
    - Recruiting for and executing our Startup Studio and Incubator program, iterating and improving program, and ensuring connectivity for entrepreneur support across tech hub
- (v.) Clarification on new activity or a continuation of a previous effort?
- The Start-up Studio is a continuation of our startup programming building upon our work supporting over 25 pre-TRL7 startups in ocean and climate impact through our Startup Studio and Incubator program.





- Supporting the Tech Hub Component Projects is a new activity with the creation of our (TRL7+) accelerator with partners as part of the NOAA Ocean-Based Climate Resilience Accelerators Grant

A handwritten signature in black ink, which appears to read "Daniel Kleinman". The signature is fluid and cursive, with a long horizontal stroke at the end.

**Daniel Kleinman**  
**Founder & CEO**  
**Seaworthy Collective**  
**Daniel@SeaworthyCollective.com**



14 February 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo:

I am writing on behalf of the South Florida Defense Alliance (SFDA), a quad-county non-profit consortium partner in the South Florida Tech Hub and leader in South Florida regarding defense and national security policy and program advocacy, as well as related economic development initiatives. To support the consortium leader, Miami Dade County, and the South Florida Climate Ready Tech Hub, SFDA commits to providing national security-related technical assistance, collaborations, and facilitations within the federal, state, and local national security and defense communities, in-kind staffing support, and programmatic and policy support in this arena. This commitment also aims to achieve the creation and launch of a resilience-focused dual-use technology incubator/accelerator under the DEFENSEWERX umbrella, Resilience-WERX or RESWERX for short.

Specific actions that will be taken as part of this commitment include:

- Leveraging SFDA's extensive network within the national-security community, including South Florida's military installations to link the Tech Hub initiatives to related federal government challenges and resilience requirements/opportunities;
- Connecting the Department of Defense (DoD) innovation ecosystem and resiliency requirements generators to the Tech Hub;
- Regarding RESWERX, supporting the organizational design, and associated stand-up functions including governance and oversight, staffing selection, and initial/launch program initiatives;
- RESWERX will be focused on leveraging dual-use applications of Tech Hub projects, engaging DoD Research, Development, Test and Evaluation resources for Tech Hub related projects, and exploring use-case scenarios for DoD and other federal entities to utilize the specialized test-bed facilities located holistically within the Tech Hub.

Within SFDA, the Responsible Parties who will ensure commitments are met include:

- Rick Miller, Executive Director, CAPT, USN (ret)
- Pamela Berkowsky, Lead Resilience Planner, Communicator, and Consultant

Metrics of success that will be measured:

- Official stand-up of RESWERX;
- Work to ensure that the Tech Hub is the location of choice as a national security test-bed center of expertise and for investment in the development of dual-use resilience tech innovation.

Timeline of commitment:

- While this work effort will be continuous, it is anticipated that RESWERX can be stood up and begin program initiatives within the first 18-months of implementation.

The first and second specific actions enumerated above are consistent with SFDA's ongoing efforts to grow defense investments in the region. The stand-up of RESWERX and related activities qualifies as a new activity.

Sincerely,



**Richard M. Miller**

Captain, USN (Ret)

Executive Director

786-202-1531

[rmiller@pharosmissioncritical.com](mailto:rmiller@pharosmissioncritical.com)



February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

We are writing on behalf of [The Southeast Florida Regional Climate Change Compact](#) (“the Compact”), a fourteen year-old partnership among Broward, Miami-Dade, Monroe, and Palm Beach counties, to advance regionally coordinated climate change mitigation, adaptation, and resilience planning and implementation, to indicate our commitment as a **consortium member** who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort. Given the immense climate change challenges facing the Southeast Florida region, the need for expanded public-private partnerships to address these challenges, and the opportunity to transition to a low-carbon, resilient economy in a manner that significantly advances local workforce development, the EDA’s investment in the region’s climate resilience tech innovation is of particular interest to the Compact. Therefore we intend to play a key role in the development of South Florida’s Climate Resilience Tech Hub, as outlined below.

As previously expressed in a prior letter of support, we intend to contribute our leadership and unique assets through commitments such as serving in an advisory capacity to ensure that climate tech solutions developed within the region are aligned with the most pressing and urgent climate challenges in Southeast Florida; bringing to bear our unique knowledge of the landscape of climate practitioners across sectors in the region; exploring opportunities to streamline local policy and regulatory barriers that may inhibit climate tech growth; and hosting events that advance cooperation within the consortium or connect local firms with needed resources.

Further, we will expand our commitment and support of the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, through the following explicit (**new**) commitments to the Governance, and Policy & Entrepreneurship Projects.



**Commitment #1:** The Compact staff and/or leadership commits to participate in the Tech Hub’s Governance Working Group, helping to identify appropriate agency staff who are critical to such dialogues, and opportunities to streamline potential regulatory barriers and permitting at the local and state levels, as well as a greater degree of policy alignment across the four county region to support the advancement of climate technology commercialization in Southeast Florida. It is anticipated that this effort will result in an ecosystem where climate resilience tech innovation and commercialization is less inhibited by the regulatory environment.

- Specifically, the Compact counties will explore and advance policy changes where feasible at the local level, and will incorporate support for joint advocacy of policy changes at the state and federal levels through its annual state and federal policy platform.
- The Compact’s annual state and federal policy platform will also be explicitly shared with the Tech Hub members once approved by each of the four counties’ Boards of County Commissioners to support more aligned climate policy advocacy between the public and private sector.
  - **Responsible Parties who will ensure commitment is met are:** *The Southeast Florida Regional Climate Change Compact Staff in partnership with the Tech Hub Steering Committee*
  - **Metrics of success that will be measured:** *number of meetings attended; number of policy/regulatory changes developed and advanced*
  - **Timeline of commitment and application period progress:** *within year 1 of the EDA designation*
  - **Immediate steps taken during the Phase 2 application period are:** *join the Governance Working Group*

**Commitment #2:** The Compact is advancing both a planning grant, as well as an application for implementation funding under the Inflation Reduction Act’s Climate Pollution Reduction Grant program (“CPRG”). The Compact commits to creating channels for more explicit engagement between the Climate Tech Hub partners in both the planning process, as well as the implementation process, where feasible.

- Specifically, we will share the analysis, comprehensive list, and shapefiles for all identified low-income and disadvantaged communities (“LIDAC”) in the four county region by both census tract and block group, identified via the Federal government’s Climate and Economic Justice Screening Tool (“CEJST”) and Environmental Justice Screening tools, with the Tech Hub partners. Through this data, the Climate Resilience Tech Hub partners can direct and target resources, funding, workforce development opportunities to the communities that are most in need of support, and further the Administration’s Justice40 commitment.
- Through the development of the Comprehensive Climate Action Plan (“CCAP”, due Spring/Summer 2025), the Compact will engage with Tech Hub members to create a greater degree of cross



pollination between CPRG CCAP and Tech Hub goals, incorporating climate resilience technologies identified by the Tech Hub in the CCAP to the extent practicable and where alignment exists.

- Should the Compact counties be awarded implementation funding through the CPRG, it will apprise the Climate Resilience Tech Hub partners of any relevant requests for proposals/procurement processes, which we anticipate will prioritize minority- and women-owned businesses/contractors.
  - **Responsible Parties who will ensure commitment is met are:** *The Southeast Florida Regional Climate Change Compact Staff in partnership with Miami-Dade County’s Office of Innovation and Economic Development*
  - **Metrics of success that will be measured:** *transfer of all LIDAC data to Climate Tech Hub via the consortium lead, Miami-Dade County; number of meetings that facilitate info/knowledge transfer between Tech Hub partners and Compact representatives advancing CPRG deliverables*
  - **Timeline of commitment and application period progress:** *within year 1 of the EDA designation*
  - **Immediate steps taken during the Phase 2 application period are:** *share the LIDAC data with Tech Hub partners (Spring 2024); develop appropriate structure to facilitate info/knowledge exchange with Tech Hub partners (Summer 2024)*

**Commitment #3:** The Compact will develop a new, ad-hoc, subject matter expert (“SME”) team in 2024, inclusive of regional representatives from local government, and the planning, design and construction sectors to create a list of adaptation options for local codes and land use regulations, which is a key recommendation outlined in the [Compact’s Regional Climate Action Plan 3.0](#). This SME team will include representation from the Tech Hub as designated by the Tech Hub’s Policy Working Group to ensure the process and outcomes advance regional coordination and alignment with Tech Hub objectives.

- **Responsible Parties who will ensure commitment is met are:** *The Southeast Florida Regional Climate Change Compact Staff in partnership with the Tech Hub’s Policy Working Group*
- **Metrics of success that will be measured:** *number of meetings attended by Tech Hub partners*
- **Timeline of commitment and application period progress:** *within year 1 of the EDA designation*
- **Immediate steps taken during the Phase 2 application period are:** *request participation (SME designee) by the Climate Tech Hub partners via consortium lead, Miami-Dade County (Summer 2024)*

**Commitment #4:** The Compact will work closely with its partners and the consortium leader, Miami-Dade County’s Office of Innovation and Economic Development to organize a climate resilience tech “Pitch Night”



where Climate Tech Hub innovators and entrepreneurs will have the opportunity to participate and pitch resilience technologies in front of a live audience and expert panel of judges, for the chance to showcase and receive complimentary exhibit space at the Climate Compact's Annual Climate Leadership Summit, a pre-eminent regional conference attracting 900+ climate practitioners across the public, private, and non profit sectors in the region. Exposure at the Pitch Night and the Annual Climate Leadership Summit will advance the potential for innovative public-private partnerships, which are critical to effectively meeting our regional climate mitigation and adaptation goals, and will serve as a springboard for greater integration of locally developed and commercialized climate technologies in Southeast Florida.

- **Responsible Parties who will ensure commitment is met are:** *The Southeast Florida Regional Climate Change Compact Staff in partnership with Miami-Dade County's Office of Innovation and Economic Development*
- **Metrics of success that will be measured:** *number of total attendees and Tech Hub partners attending Pitch Night, number of startup pitches*
- **Timeline of commitment and application period progress:** *within year 1 of the EDA designation*
- **Immediate steps taken during the Phase 2 application period are:** *advance planning in partnership with existing business community partners and with consortium lead, Miami-Dade County, to develop Pitch Night concept and plan event (Spring 2024)*

Sincerely,

The Southeast Florida Regional Climate Change Compact

Jennifer Jurado, Ph.D.  
*Deputy Director and Chief Resilience Officer  
Resilient Environment Department  
Broward County*

Rhonda Haag  
*Chief Resilience Officer  
Monroe County*

SOUTHEAST  
FLORIDA REGIONAL  
**CLIMATE  
CHANGE  
COMPACT**



James Murley  
*Chief Resilience Officer, Office of Resilience  
Miami-Dade County*

Megan Houston  
*Director, Office of Resilience  
Palm Beach County*





# SFRPC

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## Ex-Officio Members

Sirena Davila, DEP

Dat Huynh,  
FDOT

Armando Vilaboy, SFWMD

## Executive Director

Isabel Cosío Carballo, MPA

## Legal

**Counsel**

Samuel S.  
Goren, Esq. Goren,  
Cherof, Doody & Ezrol  
P.A.

February 12, 2024

Gina Raimondo  
Secretary of  
Commerce

U.S. Department of Commerce **Economic** Development  
Administration 1401 Constitution Avenue,  
NW Washington, D.C. 20230

**Subject: Letter of Commitment** Regional Technology and Innovation Hubs (Climate Ready Tech Hub)

Dear Secretary Raimondo,

Established in 1974 and designated an Economic Development District by the U.S. Department of Commerce in 1994, the South Florida Regional Planning Council (SFRPC) works closely with local governments and economic development partners to promote job creation, economic development, and prosperity. **In this** role, the SFRPC manages the development of the South Florida Comprehensive Economic Development Strategy (CEDS), a strategic economic development plan for the region which can be found online at CEDS 2022-2027 Update - SFRPC ([sfregionalcouncil.org](http://sfregionalcouncil.org)).

As a Consortium member who read the **application** and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort, we are pleased to express **our** support and commitment to the consortium leader and applicant, Miami Dade County, and the Climate Ready Tech Hub. **The** Council's expertise lies **in planning** and implementing strategies that enhance climate resilience, **working** in collaboration with local governments, businesses, and community organizations. Other partners have included federal partners such as the Department of Defense, the Department of Energy, and the Environmental Protection Agency.

Over the years, we have achieved **significant** milestones in developing climate change initiatives, including securing a \$5.38M Revolving Loan Fund (RLF) in partnership **with** the U.S. Department of Commerce Economic Development Administration (EDA), and **winning** the 2023 Impact award from the National Association of Development Organizations. **Since** its inception in 2002, the RLF program has serviced more than 410 loans and **provided** funding to area businesses. The loans have **helped** fund **projects** totaling more than \$112 million. The total **amount** loaned to these businesses was more than \$37 million. As a result of these investments, more than 8,000 jobs have been created or saved. These projects were funded with **RLF** monies because conventional funding was not available.

Our commitment to **collaboration** is at **the core of our** achievements. **The Council** was instrumental in **bringing** together more than one hundred stakeholders during Phase I of the EDA Tech **Hub** application process. **The SFRPC** pledges to play a pivotal role in the development of the Climate Ready Tech Hub by offering the following:

**Serve as liaison to the Treasure Coast Regional Planning Council and connecting and aligning the Climate Resilience Tech Hub & CEDS Strategies**

*Metric 1:* Number of CEDS strategies incorporated into the Climate Resilience **Tech Hub's** development roadmap.

*Target:* At least 50% of key CEDS strategies reflected in the Tech Hub roadmap **within** the duration of the **grant**.

**Provide** regular communication **and collaboration** between Tech Hub **stakeholders** and CEDS Strategy Committee.

**Facilitate communication and convening with stakeholders across four-county region of Monroe, Miami-Dade, Broward, and Palm Beach counties.**

- o *Metric 1:* Increase in participation of stakeholders from different sectors (public, private, academic) in Tech Hub events **and** initiatives.

o *Target 1:* 20-30% **increase** in stakeholder participation within the **duration** of the **grant**. *Metric 2:* Number and frequency of collaborative meetings **or** workshops convened between Tech Hub members **and** stakeholders.

*Target 2:* Host at least 2 quarterly meetings and 2 workshops each year focused on specific CEDS/Tech **Hub** synergies.

**Host Events: The Council may host or co-host events that facilitate cooperation among consortium members, bringing together local firms, researchers, and investors to accelerate innovation in climate resilience.**

*Metric 1:* Number of attendees at Tech **Hub** events focused on climate resilience **innovation**.

*Target 1:* Average **attendance** of 200 participants per **event** within 1 year.

*Metric 2:* Number of partnerships **or** collaborations formed as a result of Tech Hub events.

*Target 2:* At least 5 new partnerships or collaborations established **within** 24 months. *Metric 3:* Media coverage generated by Tech **Hub** events.

*Target 3:* Secure various articles or mentions in relevant media **outlets** within 6 months from **the day** of the events.

**Advocacy for Policy Changes:** The Council will educate stakeholders **and support** policy changes that align with the goals of the Climate Resilience Tech **Hub** and **CEDS** and **promote sustainable** and resilient **infrastructure** development.

- o *Metric 1:* **Track** the number of written recommendations, policy briefs, **or** presentations submitted

to local, **state**, or **federal** agencies related to policy.

*Metric 2:* Track the number of meetings, workshops, or events **held with** policymakers. *Metric 3:* **Track** the number of **individuals reached** through various communication channels (social media, newsletters, etc.)

**In-Kind Match: The Council** will allocate up to 10 **hours** per week as an in-**kind** match for Eralda Agolli, **the** Program Manager of Community and Economic Development and, if needed, Randy Deshazo, **the** Deputy Director & **Director of** Economic Development and Research. The Council **will also** provide economic impact analysis of projects **as needed**. As a consortium member, the SFRPC pledges to play a **pivotal** role in the development of Climate Ready **Tech** Hub by **offering** the following contributions, commitments, **and** outcomes.

2

**The total commitment value is at least \$240,000.00 for the duration of the five-year grant. This estimate includes a 3% COLA per year, indirect, fringe, and other Council costs.**

Year 2024				
\$46,000.00				
	Year 2025			
	\$47,000.00			
		Year 2026		
		\$48,000.00		
			Year 2027	
			\$49,000.00	
			0	
				Year 2028
				\$50,000.00

The South Florida's Climate Ready Tech Hub Phase II strategic plan is consistent with the SFRPC's 2022-2027 CEDS. Specifically, the proposed project particularly furthers the following primary CEDS Goal as follows:

**CEDS Goal 1: Cultivate A Competitive Economy and Foster Economic Mobility**

*Maintain a Competitive Edge*

*Boost Entrepreneurial Development*

*Invest in Workforce Development*

**CEDS Goal 3: Design, Construct, And Maintain Resilient Infrastructure to Support Sustainable Business and Population Growth**

*Proactively Plan for Natural Disasters/Economic Shocks*

**CEDS Goal 4: Promote Regional Collaboration of Intergovernmental, Public-Private, Interagency, and Non-Profits to Address South Florida's Economic Challenges**

Strengthen partnerships with existing regional organizations and explore opportunities for **joint** projects.

The South Florida region is significantly affected by sea level rise and **climate** change, prompting **regional public**, private, and **non**-profit stakeholders to take a **leading** role in addressing **and** combating the challenges posed by climate change. The potential positive impact **of** Sustainable and Resilient Infrastructure technology innovation on the **economy**, humanity, and the environment is **immense**. South Florida's unique regional resources make **it a natural** home for **innovators** seeking **to** address the planet's **most** urgent **climate** challenges. **The SFRPC** is wholeheartedly committed to working in partnership with the Consortium members to transform the Climate Ready Tech **Hub** into a reality.

Sincerely,

**Patel Casio**  
**Carballo**

Isabel **Cosio** Carballo, MPA  
Executive Director

cc

Francesca **de** Quesada Covey, Chief of Economic Innovation & **Economic** Development, Miami-**Dade** County



**Executive Committee**

Hon. Steve Geller, Chair  
Hon. Samuel Kaufman,  
1<sup>st</sup> Vice Chair  
Hon. Quentin “Beam” Furr,  
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Isabel Cosío Carballo, MPA

**Legal Counsel**

Samuel S. Goren, Esq.  
Goren, Cherof, Doody &  
Ezrol, P.A.

February 12, 2024

Gina Raimondo  
Secretary of Commerce  
U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Avenue, NW  
Washington, D.C. 20230

**Subject: Letter of Commitment** Regional Technology and Innovation Hubs (Climate Ready Tech Hub)

Dear Secretary Raimondo,

Established in 1974 and designated an Economic Development District by the U.S. Department of Commerce in 1994, the South Florida Regional Planning Council (SFRPC) works closely with local governments and economic development partners to promote job creation, economic development, and prosperity. In this role, the SFRPC manages the development of the South Florida Comprehensive Economic Development Strategy (CEDS), a strategic economic development plan for the region which can be found online at [CEDS 2022-2027 Update – SFRPC \(sfrpc.org\)](https://www.sfrpc.org/ceds-2022-2027-update).

As a Consortium member who read the application and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort, we are pleased to express our support and commitment to the consortium leader and applicant, Miami Dade County, and the Climate Ready Tech Hub. The Council’s expertise lies in planning and implementing strategies that enhance climate resilience, working in collaboration with local governments, businesses, and community organizations. Other partners have included federal partners such as the Department of Defense, the Department of Energy, and the Environmental Protection Agency.

Over the years, we have achieved significant milestones in developing climate change initiatives, including securing a \$5.38M Revolving Loan Fund (RLF) in partnership with the U.S. Department of Commerce Economic Development Administration (EDA), and winning the 2023 Impact award from the National Association of Development Organizations. Since its inception in 2002, the RLF program has serviced more than 410 loans and provided funding to area businesses. The loans have helped fund projects totaling more than \$112 million. The total amount loaned to these businesses was more than \$37 million. As a result of these investments, more than 8,000 jobs have been created or saved. These projects were funded with RLF monies because conventional funding was not available.

Our commitment to collaboration is at the core of our achievements. The Council was instrumental in bringing together more than one hundred stakeholders during Phase I of the EDA Tech Hub application process. The SFRPC pledges to play a pivotal role in the development of the Climate Ready Tech Hub by offering the following:

- **Serve as liaison to the Treasure Coast Regional Planning Council and connecting and aligning the Climate Resilience Tech Hub & CEDS Strategies**
  - *Metric 1:* Number of CEDS strategies incorporated into the Climate Resilience Tech Hub's development roadmap.
    - *Target:* At least 50% of key CEDS strategies reflected in the Tech Hub roadmap within the duration of the grant.
  - Provide regular communication and collaboration between Tech Hub stakeholders and CEDS Strategy Committee.
- **Facilitate communication and convening with stakeholders across four-county region of Monroe, Miami-Dade, Broward, and Palm Beach counties.**
  - *Metric 1:* Increase in participation of stakeholders from different sectors (public, private, academic) in Tech Hub events and initiatives.
    - *Target 1:* 20 - 30% increase in stakeholder participation within the duration of the grant.
  - *Metric 2:* Number and frequency of collaborative meetings or workshops convened between Tech Hub members and stakeholders.
    - *Target 2:* Host at least 2 quarterly meetings and 2 workshops each year focused on specific CEDS/Tech Hub synergies.
- **Host Events: The Council may host or co-host events that facilitate cooperation among consortium members, bringing together local firms, researchers, and investors to accelerate innovation in climate resilience.**
  - *Metric 1:* Number of attendees at Tech Hub events focused on climate resilience innovation.
    - *Target 1:* Average attendance of 200 participants per event within 1 year.
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    - *Target 2:* At least 5 new partnerships or collaborations established within 24 months.
  - *Metric 3:* Media coverage generated by Tech Hub events.
    - *Target 3:* Secure various articles or mentions in relevant media outlets within 6 months from the day of the events.
- **Advocacy for Policy Changes:** The Council will educate stakeholders and support policy changes that align with the goals of the Climate Resilience Tech Hub and CEDS and promote sustainable and resilient infrastructure development.
  - *Metric 1:* Track the number of written recommendations, policy briefs, or presentations submitted to local, state, or federal agencies related to policy.
  - *Metric 2:* Track the number of meetings, workshops, or events held with policymakers.
  - *Metric 3:* Track the number of individuals reached through various communication channels (social media, newsletters, etc.)
- **In-Kind Match:** The Council will allocate up to 10 hours per week as an in-kind match for Eralda Agolli, the Program Manager of Community and Economic Development and, if needed, Randy Deshazo, the Deputy Director & Director of Economic Development and Research. The Council will also provide economic impact analysis of projects as needed. As a consortium member, the SFRPC pledges to play a pivotal role in the development of Climate Ready Tech Hub by offering the following contributions, commitments, and outcomes.

The total commitment value is at least \$240,000.00 for the duration of the five-year grant. This estimate includes a 3% COLA per year, indirect, fringe, and other Council costs.

Year 2024	Year 2025	Year 2026	Year 2027	Year 2028
\$46,000.00	\$47,000.00	\$48,000.00	\$49,000.00	\$50,000.00

The South Florida's Climate Ready Tech Hub Phase II strategic plan is consistent with the SFRPC's 2022-2027 CEDS. Specifically, the proposed project particularly furthers the following primary CEDS Goal as follows:

**CEDS Goal 1: Cultivate A Competitive Economy and Foster Economic Mobility**

- *Maintain a Competitive Edge*
- *Boost Entrepreneurial Development*
- *Invest in Workforce Development*

**CEDS Goal 3: Design, Construct, And Maintain Resilient Infrastructure to Support Sustainable Business and Population Growth**

- *Proactively Plan for Natural Disasters / Economic Shocks*

**CEDS Goal 4: Promote Regional Collaboration of Intergovernmental, Public-Private, Interagency, and Non-Profits to Address South Florida's Economic Challenges**

- Strengthen partnerships with existing regional organizations and explore opportunities for joint projects.

The South Florida region is significantly affected by sea level rise and climate change, prompting regional public, private, and non-profit stakeholders to take a leading role in addressing and combating the challenges posed by climate change. The potential positive impact of Sustainable and Resilient Infrastructure technology innovation on the economy, humanity, and the environment is immense. South Florida's unique regional resources make it a natural home for innovators seeking to address the planet's most urgent climate challenges. The SFRPC is wholeheartedly committed to working in partnership with the Consortium members to transform the Climate Ready Tech Hub into a reality.

Sincerely,



Isabel Cosio Carballo, MPA  
Executive Director

cc Francesca de Quesada Covey, Chief of Economic Innovation & Economic Development, Miami-Dade County



February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of ShoreLock LLC which is a sea-level rise and coastal adaptation technology located in Overtown and is a Hub Partner.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, ShoreLock LLC will make product in-kind commitment to the Coastal Defense + Resilience Project.

This commitment will achieve quantifiable comparison data of treated vs untreated coastline over a 1 year period. The total Commitment Value is at least \$250,000.00.

(i.) Specific actions that will be taken as part of this commitment include:

- Supply of ShoreLock Technology to the Miami Dade coastline pilot site
  - The in-kind value of ShoreLock is \$250,000.00
  - Estimated pilot of 3,000 linear feet, consisting of 5 applications

(ii.) Responsible Parties who will ensure commitment is met are:

- Dr. Troy Scott and Blayne Ross

(iii.) Metrics of success that will be measured:

- Topographical data measured is the responsibility of a third party surveyor

(iv.) Timeline of commitment and application period progress:

- 1 year pilot supply of material and consulting
- Immediate steps taken during the Phase 2 application period are:
  - Reapplication and additional survey work on a quarterly basis for an additional 4 year period completing in 2030

(v.) Clarification on new activity or a continuation of a previous effort?

- ShoreLock is a renewable adaptation approach that is applied on a quarterly basis. The pilot may be run for a one to five year period.

Sincerely,

Blayne Ross

Chief Executive Officer

Shorelock LLC



bross@shorelock.com

213-220-6242

1657 N Miami Ave, #912, Miami, FL 33136

MDC177

**RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub**

Dear Secretary Raimondo,

I am writing on behalf of YANCY Holdings, Inc., which has organized a twenty-seven (27) member coalition of community-based organizations (CBOs), called "The Maroon League." We assembled to safeguard equity and to implement commitments that meaningfully improve the outcomes of the EDA's regional funding.

Our name is not only an ethos and a mission. We are an homage to Maroon Communities, which emerged in the U.S. between 1502 and 1888 as a result of the transatlantic slave trade and the oppression of enslaved Africans in the Americas. These communities were formed by escaped slaves who sought refuge in remote and inaccessible regions, such as mountains, forests, or swamps. They established their own self-governing settlements, providing a space where they could live free from the brutality and exploitation of slavery.

**YANCY Holdings, Inc.**, is located in Miami-Dade County and is a Hub Partner. In support of the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, The Maroon League pledges to making programmatic contributions to the Governance, Workforce Development, as well as the Policy & Entrepreneurship commitments incorporated in the Hub's Coastal Defense + Resilience Project and Climate Ready Energy Projects.

It takes more than federal investment for an intricate place like South Florida to translate research and technology into a globally competitive platform of growth. In fact, it will require an intentionally-curated suite of commitments to equity and impact in order to foster institutional and policy change. The Maroon League's contribution to Miami-Dade County's Hub represents serious investment, on account of our consortium leader, in: **(1)** Participatory Governance, **(2)** Workforce Development, and **(3)** Culturally-relevant Community Development.

A successful regional climate project can offer unique advantages for community development if it adroitly incorporates technical assistance, training vehicles, financial instruments, and organizing structures replete with context, nuance, and empathy. Our coalition has the capabilities to implement myriad types of solutions for a project of this magnitude. We will establish, launch, scale, and manage a suite of interventions via digital platforms that optimize community decision-making, transparency, and data analysis. Nurturing loose ties into strong ties in manners that fit small businesses, infrastructure projects, and local land for the purposes of long-term focused, affordable, environmental objectives will create a more engaged workforce, accelerate commercialization, and facilitate inclusive economic competitiveness.

As part of our commitment, **the Undersigned Signatories** will collectively be responsible for actions, metrics, and timelines. The Maroon League has elected YANCY Holdings, Inc., and its personnel, however, as the lead organization responsible for the commitments enumerated below. Accordingly, as the Chief Executive Officer (CEO) of YANCY, I will serve as the coalition's Lead Representative and the party responsible for ensuring commitments are met.

**Governance**

- Community-engaged Research (CER) to Produce Feasibility Analysis
- Community Charrettes
- Community Benefit Agreements (CBAs)
- Community Redevelopment Area (CRA)

**Metrics of success that will be measured include:**

**(a)** Establish a diverse, multi-layered, community-based advisory board that utilizes voting to ensure representation from all key demographics.

**(b)** Conduct monthly charrettes convening a Community of Practice (CoP) and quarterly town hall meetings gathering residential input to produce a Feasibility Analysis in year one (1), broker a CBA in year two (2), and designate a new CRA in year three (3).

**(c)** Install a digital feedback dashboard, aiming for a 30% resident participation rate on the platform within the first (1st) year, implement community-wide project tracker and climate data analysis within second (2nd) year, access functionality and satisfaction within the third (3rd) year.

**Workforce Development**

- Cooperative Formation, Employee Stock Ownership Plans (ESOPs), and Employee-owned Trusts (EOTs)
  - Clean Community/Sustainability Financing;
  - Flood Control, Public Health and Potable Water Conservation;
  - Distributed Energy Systems (DES);
  - EPC - Engineering, Procurement, And Construction, Transportation, Mobile Services, and Automotive

**Metrics of success that will be measured include:**

**(a)** Launch an innovation voucher program to reduce barriers for small-and medium-sized manufacturers to receive technical (including but not limited to collaborative research programs, legal, engineering, capital, etc.) support from researchers, targeting 500 enrollees.

**(b)** Partner with local businesses, capital providers, and commercial real estate owners to generate 200 apprenticeships in climate resilience technologies, enable co-location and/or shared ownership in experimentation/demonstration facilities, and offer access to lab-based equipment thereby accelerating commercialization of products and services.

**(c)** Endow a scholarship fund for 100 students annually to conduct directed study research at the nexus of environmental sciences, sustainable development, and entrepreneurship.

### Technical Assistance (TA)

- Community Development Financial Institutions (CDFIs)
- Community Land Trusts (CLTs)
- Bonding
  - General Obligation
  - Green Bonds
  - Municipal Bonds
  - Social Bonds
- Small Business Investment Company (SBIC)
- Tax Allocation District (TAD) / Tax Increment Finance (TIF)

### **Metrics of success that will be measured include:**

**(a)** Support 20 local climate-adaptation projects with the provision of “best-in-class” TA teams, each including (1) an Executive-in-Residence who enables researchers and technologists to connect innovations to business expertise, (2) a Global Entrepreneur-in-Residency who leverages domestic stays in the region to build the firm’s foreign commercialization strategy, and (3) a versatile subject matter expert (SME) who applies traditional knowledge to help project access available CapEX tax credits, mobilize additional capital, integrate into domestic supply chains, as well as navigate licensing and technology transfer rules.

**(b)** During Miami’s Art Basel fair, fund 5 annual cultural festivals, targeted at audiences in underserved communities, to raise awareness about environmental injustice, promote climate stewardship, showcase innovation, and enhance community engagement.

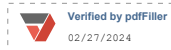
**(c)** Through annual surveys, aiming for a 10% improvement year over year, measure demand for, and best use cases of, general, municipal, green, and/or social bond instruments that can be deployed to improve infrastructure, generate affordable housing, and create low-cost community spaces.

Our timeline of commitment and application period progress is **2024-2030**. The Maroon League plans to take the following immediate steps during the Phase 2 application period:

- Facilitate an engagement meeting with Tech Hub personnel and key stakeholders
- Enable a thorough evaluation of the credentials and background of all coalition members
- Share capabilities, SWOT and risk analysis, and feasibility investigations conducted for past, comparable projects
- Build knowledge management infrastructure - complete with documents, forms, agreements, and training materials - required to coordinate information gathering and sharing.

**I hereby certify that The Maroon League’s commitment is a new activity as we have no previous relationship with the Consortium Leader, the Tech Hub, or any pertinent committees.**

Sincerely,



**Terron Ferguson**

Chief Executive Officer (CEO)

YANCY Holdings, Inc.

[terrion.i.ferguson@gmail.com](mailto:terrion.i.ferguson@gmail.com)

[terrion.ferguson@morehouse.edu](mailto:terrion.ferguson@morehouse.edu)

305-439-8549

3237 NW 50th Street

Miami, Florida 33142

### **SIGNATORIES**

(Collectively, “The Maroon League”, or “the Undersigned Signatories”)

Ahmed Nori - Catalyst Miami

Jessie Houston II - BAC Funding Corporation, Inc.

Jacqui Colyer - Hampton House Museum & Cultural Center

Ted Lucas & Hilmon Sorey - The Source Groups (Florida Memorial University's - FMU - Institute of Black Wealth; Technolij)

Robert DuBard & Lauri Miller (Ransom Everglades Upper School)

Vince Marigna - Breakthrough Collaborative (Breakthrough Miami)

Kirk Brown - HANDY, Inc.

Doll Avant - Aquagenity

Stephanie Sylvestre - Avatar Buddy

Marvin Francois - oneKIN

Allison Frieden - Museum of Graffiti

Natalia Crujeiras - HistoryMiami Museum

Jackie Mansfield - TriCap

Dr. Marvin Dunn - Miami Center for Racial Justice; attn: Brian Bond

Andy Ingraham - National Association of Black Hotel Owners, Operators, and Developers (NABHOOD)

Patrick Evans - Overtown Youth Center

Tarik A. Brooks - Combs Global Enterprises

Andre Campbell - The Franchise Executive

Dr. Richard Schulerbrandt Gragg III - Florida Agricultural & Mechanical University (FAMU); National Technical Association, Inc.

Reginald Parker - Green Power Ventures

Ward Young - Valley Forge Fabrics

Marilyn Holifield - Miami Museum of Contemporary Art of the African Diaspora (Miami MoCAAD)

Barron Channer - South Florida Black Prosperity Alliance (SFBPA)

N. Patrick Range II - Range Funeral Homes

Matthew Pigatt - Miami-Dade Chamber of Commerce, Inc.

Darien K. Smith - D.K. Smith & Co

Jordan Chisolm - Cozen O'Connor

Felicia Davis - The HBCU Green Fund



Titan Florida LLC  
455 Fairway Drive, Suite 200  
Deerfield Beach, FL 33441  
Telephone: (954) 481-2800

February 19th, 2024

Secretary Gina M. Raimondo  
U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Titan Florida, LLC, which is a manufacturer of cement, aggregate, concrete, and concrete products. A member of the Titan Cement Group, Titan Florida operates a cement and aggregate plant, 9 ready-mix concrete plants, and 2 concrete block plants in the Climate Ready Tech Hub region. Titan Florida is headquartered in Deerfield Beach, FL, and is a Consortia Member, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hubs effort.

To support the consortium leader, Miami-Dade County, and The Climate Ready Tech Hub, Titan Florida commits to provide technical assistance, materials, facility access, and workforce development to the Climate Ready Infrastructure Project.

This commitment will achieve commercialization and adoption of new sustainable and durable infrastructure technology for climate resilience by 2030 . The total commitment value is \$695,000.

(i.) Specific actions that will be taken as part of this commitment include:

- Provide access to 5,000-square foot industrial warehouse for manufacturing scale up (\$100,000/year for 5 years)
- Provide access to Titan executives for mentorship on sales, marketing, logistics, manufacturing, and engineering (\$10k/year for 5 years)
- Provide access to the Titan America Innovation Hub for meetings and event one day per month (\$24k/year for 5 years)
- Provide technical experts for input to building codes and specifications (\$5k/year for 5 years)

(ii.) Responsible Parties who will ensure commitment is met are:

- Eric Koehler, Vice President of Innovation and Quality
- Guillermo Haberer, Vice President of Sales
- Nima Hosseinzadeh, Cementitious Materials Engineer

(iii.) Metrics of success that will be measured:

- Host at least two startups in our industrial warehouse for manufacturing scale-up
- Mentor at least 10 startups on sales, marketing, logistics, manufacturing, and engineering
- Host at least one Tech Hub event per month in our Innovation Hub
- Evaluate 10 startup companies per year based in South Florida with the intention of investing up to \$200k per year from our Corporate Venture Capital fund in companies that meet our investment criteria

(iv.) Timeline of commitment and application period progress:

- The commitments identified above will be on an annual basis over five years through 2030.
- Immediate steps taken during the Phase 2 application period are:
  - Provided scale-up space and lab testing for consortium members 1Print and Carbon Limit
  - Promoted the Tech Hub at events and meetups in South Florida, resulting in more organizations joining the Tech Hub

(v.) Clarification on new activity or a continuation of a previous effort

- The actions identified above are new activities.

Sincerely,



Randy Dunlap  
President, Titan Florida LLC  
455 Fairway Drive  
Deerfield Beach, FL 33441  
rdunlap@titanamerica.com



TNC Florida  
Winter Park Office  
1035 S Semoran Blvd Suite 2-1021B,  
Winter Park, FL 32792

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

February 2, 2024

**Subject: Letter of collaboration for the U.S Economic Development Administration’s (EDA) Tech Hubs Program Phase II proposal for the Climate Ready Tech Hub, led by Miami-Dade County**

To Whom It May Concern:

Please accept this letter of collaboration in support of the Climate Ready Tech Hub (“Tech Hub”) Phase II grant proposal. The Tech Hub is set to enable much needed-collaboration, innovation, and investment to address climate vulnerabilities in South Florida and beyond. In particular, the Tech Hub is positioned to make transformational advancements in the development, commercialization, and scaling of climate technologies that are critical for climate resilience, equitable economic opportunity, and global competitiveness.

As a global environmental non-profit with deep connections to South Florida, The Nature Conservancy in Florida (TNC) is uniquely positioned to support this tech hub on three fronts:

1. Leveraging additional federal investments;
2. Centering diversity, equity, and inclusion (DEI); and
3. Capitalizing on climate-related market opportunities in Florida and beyond

By way of background, I am the Climate Strategy Director for TNC. In Florida, TNC has established a strong legacy of enhancing climate resilience in coastal areas using nature-based solutions. Demonstration projects across the state have catalyzed additional activity at the local level and millions in funding from the Florida legislature. Building on this success, TNC’s work in Florida is increasingly focused on the underlying cause of climate change: harmful greenhouse gas emissions. Our climate action priorities are closely aligned with those of the Tech Hub, including:

1. Developing replicable, scalable demonstration projects that reduce emissions while promoting innovation, equity, resilience, and awareness;
2. Collaborate with the Consortia to advocate for and implement equitable climate action;
3. Working directly with state officials to support policies and programs that enable climate action; and
4. Sharing climate strategies and lessons learned beyond the State of Florida.

***Leveraging additional federal investments***

To make the most of the opportunities made available under the Inflation Reduction Act (IRA) and the Infrastructure Investment and Jobs Act (IIJA), TNC is supporting half a billion dollars in federal funding applications for climate action through a vast network of local and community leaders representing 48 counties and 80% of the state’s population—including Southeast Florida. As a result, TNC is positioned to facilitate significant synergies and co-benefits across federal funding programs. For example, TNC has actively supported grant applications to promote advanced energy technologies, coastal resilience, workforce development, and environmental justice, such as the Environmental Protection Agency’s (EPA) Solar For All program, EPA Climate Pollution Reduction Grant, and National Oceanic and Atmospheric Administration (NOAA) Climate Resilience Regional Challenge. TNC is thus positioned to ensure the

Tech Hub can leverage and amplify the market and workforce development benefits, best practices, and effective climate solutions that arise from these funding streams.

***Centering diversity, equity, and inclusion (DEI)***

To the Tech Hub, TNC brings commitment and experience empowering traditionally underserved populations—a central tenant of TNC’s climate strategy. This imperative is guided by TNC’s Indigenous Peoples and Local Communities Framework and Equity-Centered Approach, ensuring inclusive participation and ownership of climate solutions. TNC’s experience fostering DEI includes community engagement, outreach, and workforce development strategies in Justice 40 communities. It also includes substantive partnerships. For example, TNC recently partnered with the Miccosukee Tribe of Indians of Florida on a \$5 million Department of Energy grant application to create a solar microgrid for the tribe—enhancing the tribe’s energy resilience and establishing their first community-owned renewable energy project. TNC is ready to share organizational experience and expertise to ensure the Tech Hub realizes meaningful DEI achievements—both participatory and distributive.

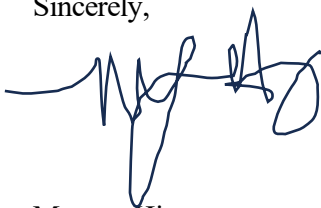
***Capitalizing on climate-related market opportunities in Florida and beyond***

The economic benefits of climate action are of special interest to key leaders and influencers, such as state and national policymakers and business leaders. For this reason, TNC commissioned a formal study of the economic benefits of decarbonization in Florida. This seminal document, set for publication in February 2024, will describe the state’s current and future greenhouse gas (GHG) emissions, potential policies to lower emissions, and resulting economic impacts and opportunities. This comprehensive quantitative analysis will provide foundational insights regarding key economic sectors and opportunities for the Tech Hub to capitalize on. This resource can also serve as a communication and outreach tool for the Tech Hub policy and community engagement initiatives. With this resource, TNC is prepared to promote lessons learned, best practices, and replication of the Tech Hub’s climate resilience innovations with its robust network of climate champions and key constituencies: business and industry, utilities, local and regional governments, and underrepresented communities.

The EDA Tech Hub program represents a transformative opportunity to develop, demonstrate, and scale much-needed climate technologies in one of the most climate-vulnerable geographies in the nation. The Tech Hub can and will make the most of this important funding opportunity. I look forward to working with the consortium leadership to support an inclusive, enduring program to promote climate innovation, market development, and resilience in South Florida.

Please feel free to contact me at [Morgan.Higman@tnc.org](mailto:Morgan.Higman@tnc.org) or (850) 508-3042 with any follow up questions.

Sincerely,



Morgan Higman  
Climate Strategy Director  
The Nature Conservancy, Florida

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of TPMA, a consulting firm based in Indianapolis, IN, that serves as a longstanding third-party evaluator for tech-talent-related projects at Miami Dade College. We are the evaluators of the EDA Good Jobs Challenge grant awarded to MDC, which has established Miami Tech Works (MTW), a tech-talent ecosystem in South Florida.

I am writing to you today in support of the efforts of MTW and its capable leader, Terri-Ann Brown, as MTW partners with Miami-Dade County and the Climate Ready Tech Hub. These two projects have the unique opportunity to drive economic opportunity to the underrepresented communities in the region through building the workforce of the future. Notably, MTW has established partnerships with regional higher education institutions, local government leaders, and those working within workforce development and economic development sectors in South Florida.

Terri-Ann's strong leadership skills will position the workforce development projects for successful implementation and impact. Under her leadership, MTW has built momentum, fostered new partnerships and relationships, and established working groups that have already implemented pilot projects that are strengthening the ecosystem. In just its first year, MTW has already engaged more than 500 participants. Terri-Ann's leadership has positioned MTW to achieve promising early results and for the work ahead as MTW focuses on both achieving its goals and creating the momentum to sustain the efforts long after the grant sunsets.

The synergy between these two efforts will amplify the impact that each project could have on its own, and positioning Terri-Ann at the helm will ensure that MTW's efforts continue to be well-aligned with the Climate Ready Tech Hub. As the third-party evaluator of the Tech Talent Coalition and its efforts to strengthen the tech ecosystem, I see nothing but upside and opportunity in positioning MTW as the consortium member to lead the workforce development projects for the Climate Ready Tech Hub.

Sincerely,



Laura Waldman, Vice President of Consulting & Impact  
TPMA

[lwaldman@tpma-inc.com](mailto:lwaldman@tpma-inc.com)

630.269.0758

1250 Indiana Avenue, Indianapolis, IN 46202





February 26, 2024

Economic Development Administration

*Uploaded to Edge Portal*

**Subject:** Response to FY2023 EDA Regional Technology and Innovation Hub Phase 2 NOFO

To Whom It May Concern,

Please accept this letter as the University of Miami's (UM) match commitment for the "ClimateReady Coast" component of the EDA Regional Technology and Innovation Hub Phase 2 "ClimateReady Tech Hub", proposal led by Miami-Dade County.

The total direct cost for the component grant is \$8,678,936, and the modified total direct cost is \$5,563,692. Our standard IDC rate is 50.5% and we are using a reduced rate of 26%. UM is committing the waived IDC of 24.5% of the MTDC, which equates to a \$1,363,105 match, as reflected in the SF424 form for the submission. This waiver will enable UM to provide more services to the tech hub and the funds are fully committed for that purpose should the grant be awarded.

UM is committed to engaging with Miami-Dade County and partners in the Hub to develop robust infrastructure for economic development around climate resilience and to prepare our region for the future. Novel technologies emerging from the Hub will have a global impact upon communities such as ours that are at high risk and are dependent upon development of robust approaches to sustainability.

Please let me know if you need additional information.

Sincerely,

Guillermo "Willy" Prado, PhD

Interim Executive Vice President for Academic Affairs and Provost

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

Dear Secretary Raimondo,

I am writing on behalf of The Underline, a 10-mile, 120-acre linear park, multimodal trail, and ecological corridor being constructed underneath Miami-Dade's elevated Metrorail, running from downtown Miami to Dadeland, serving more than 9 million annual visitors when fully completed by 2026. Our vision is to be a local community asset that embraces technology as the vehicle to connect neighborhoods and promote sustainability, education, health, and wellness with an unwavering commitment to be a safe and accessible public space for all who visit the park, regardless of race, age, gender, sexual orientation, abilities, or socioeconomic status. To support the consortium lead, Miami-Dade County, and The Climate Ready Tech Hub The Underline commits to use its capital investments and public space to deploy and validate Tech Hub technology, join in data-sharing activities, and provide educational convening. The total Commitment Value is at least **\$220,500.00 over all five years.**

(i.) Specific actions that will be taken as part of this commitment include:

- Support tech hub partners as a deployment space, with 10 miles and 120 acres of urban infrastructure and green space available for selected technologies, guided by the Underline Tech Council.
  - **The in-kind match value of facility space from The Underline is \$120,500.00.**
- Leverage existing permitting to accelerate deployment and validation of clean cement and other products the Tech Hub is commercializing.
  - We estimate to pour 500 tons of concrete and will provide signage and branding for public awareness of this new technology product.
- Convene 16 local communities adjacent to The Underline, tech hub partners, universities, entrepreneurs, and non-profit organizations for quarterly special gatherings, events, workshops, and workforce training.
  - **The in-kind match value of event space from The Underline is \$50,000.00.**
- Incorporate existing Underline Green Leaders Apprentices workforce training programs around horticulture and geospatial intelligence into broader Tech Hub activities.
  - **The in-kind match value of staff time and additional resources is \$50,000.00.**

(ii.) Responsible Parties who will ensure commitment is met are:

- Jake Moskowitz, Chief Innovation Officer of The Underline
- Christina Brown, Events Manager of The Underline
- Masi Farouqi, Community Engagement Manager of The Underline
- Asha Bertsch, Horticulturist of The Underline

(iii.) Metrics of success that will be measured:

- # of deployments of tech hub technology
- # of convenings at our event space
- # of community members engaged
- # individuals participating in career training
-

(iv.) Timeline of commitment and application period progress:

2025-2028

(v.) *These are new activities building on existing activities across 10 miles of land and space for events, training, deployments, etc.*

**Jake Moskowitz**

A handwritten signature in black ink, appearing to read 'Jake Moskowitz', with a stylized circular flourish at the end.

Chief Innovation Officer, The Underline

February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of The Venture Mentoring Team, Inc. which is a not for profit, educational 501c3, based in Pompano Beach Florida with chapters nationwide from New York to south Florida to San Jose California. We are made up of over 250 vetted, trained and certified volunteer mentors that, at no cost, helps startups and small businesses nationally to succeed. We work in partnership with university startup programs and community partners including the National Science Foundation's Mid-south I-Corps Hub.

To support the consortium leader, Miami-Dade County, and the Climate Ready Tech Hub, the Venture Mentoring Team will provide mentoring services valued at \$960,000 at no charge over the five years of this project. In addition, we will provide the necessary community outreach, mentor coordination, recruitment and training as outlined in our proposal.

This commitment will achieve successful project implementations and company growth throughout the duration of the project. The total Commitment Value is at least \$960,000.

(i.) Specific actions that will be taken as part of this commitment include:

- Provide Mentoring for those companies that apply to the VMT Mentoring Program for this project.
- Recruit, Vet, Train and Certify additional mentors with the experience, skills and network suitable for mentoring in this project.
- Extend our community relations and act as a connection between the companies we mentor and the university, industry and investment communities.

(ii.) Responsible Parties who will ensure commitment is met are:

- Robert Nelson, CEO, The Venture Mentoring Team, Inc.

(iii.) Metrics of success that will be measured:

- The number of companies that are mentored in the program.
- The success of those companies we mentor to achieve their individual project goals.
- The success of those companies we mentor to achieve their funding goals.
- The number of new mentors that we recruit, vet, train and certify with the experience, skills and network suitable for mentoring in this project.
- The number of new participants we can attract to the program through our community relations work and the number of connections we facilitate between the companies we mentor and the university, industry and investment communities.

(iv.) Timeline of commitment and application period progress:

- The 5 - year duration of this project
- Immediate steps taken during the Phase 2 application period are:
  - Immediately start to on-board and mentor companies seeking mentorship.
  - Coordinate activities between mentors, founders and the community.
  - Extend our community outreach to enhance our support of the companies we mentor with referrals to investors and industry contacts.

(v.) Clarification on new activity or a continuation of a previous effort?

- Continuation

Sincerely,

Party Authorized to make this commitment:

Name: Robert Nelson CEO, The Venture Mentoring Team, Inc.

Signature



---

Email: Bnelson@theVMT.org

Phone: 954-562-7237

Physical address: 1310 NE 27<sup>th</sup> Way, Pompano Beach, FL 33062

VILLAGE HALL  
500 NE 87<sup>TH</sup> ST  
EL PORTAL, FL 33138  
CHRISTIA E. ALOU, ESQ.  
VILLAGE MANAGER



MAYOR OMARR C. NICKERSON, PhD  
VICE MAYOR LUIS PIRELA  
COUNCILPERSON ANDERS URBOM  
COUNCILPERSON ANNA LIGHTFOOT-WARD  
COUNCILPERSON DARIAN MARTIN

February 22, 2024

The Honorable Gina M. Raimondo  
Secretary  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Washington, DC 20230

Dear Secretary Raimondo,

On behalf of the Municipality of El Portal, I am pleased to write this letter in strong support of the Climate Ready Tech Hub Phase 2 application to the U.S. Economic Development Administration's (EDA) Regional Technology and Innovation Hub Program. The application's success would mean an influx of good paying jobs and capital for the South Florida region from Monroe to Palm Beach County, which includes El Portal. The region is positioned to become the world leader in resilience readiness as the Tech Hub fosters emerging technologies and a commitment to innovation. This will ensure South Florida's diverse workforce supports critical local and national priorities while also safeguarding and defending our most precious resources.

The consortium members and hub partners that make up the Climate Ready Tech Hub span local governments, academic institutions, leading startups, companies, EDOs, and workforce and labor organizations. Exemplary members and partners include Miami-Dade, Broward, Monroe, and Palm Beach counties along with Florida International University, Florida Atlantic University, Miami Dade College, University of Miami, Florida Memorial University, the University of Florida, Watsco, Titan, Citadel, International Union of Operating Engineers LOCAL 487, and South Florida Regional Planning Council...just to name a few.

Climate Ready Tech Hub aims to be the global destination to commercialize and deploy resilience technology. Florida's only Tech Hub would drive economic opportunity to underrepresented communities by advancing a resilient workforce of the future and accelerating market-ready solutions through an entrepreneurial ecosystem.

The Climate Ready Tech Hub will amplify innovation through collaboration with our research institutions and world class companies on the frontlines of resiliency. There is no community in the world more affected by coastal hazards than South Florida. Advancing commercialization of resilience technology through the Tech Hub will accrue significant benefits to our region and the country, leveraging federal, state, and local investments in coastal resilience and energy.

Furthermore, South Florida is the nation's second-fastest growth region for venture capital investments, and we hold the top ranking in the United States for new business formation. This inflow of investment has helped establish a robust cluster of companies, research facilities and startups focused on Sustainable and Resilient Infrastructure technologies in our region.

The Tech Hub would have a significant impact on economic development opportunities in South Florida. The investment in Climate Ready Tech Hub would support the creation of approximately 59,000 jobs by 2034 with good paying jobs in construction, scientific and technical services, retail trade and other industries. Additionally, this award could result in \$6.4 billion in GDP, with \$3.7 billion in global exports. Further, the Tech Hub is estimated to have substantial population growth for the Hispanic and Black communities and economic migration among those groups to the region, although, it is very important to us that this award will benefit a diverse group of Ethnicities and Cultures throughout our society.

South Florida's unique, regional resources make it a logical home for innovators looking to unlock the potential to develop, test, and scale new solutions to tackle threats. By harnessing our region's unique assets, we can navigate immediate challenges, drive economic growth, foster collaboration with neighboring markets, and accelerate the development and deployment of cutting-edge solutions that will help us address our planet's most urgent issue.

Thank you for your consideration of this letter and the Climate Ready Tech Hub's request.

Sincerely,



**Omarr C. Nickerson, Ph.D.**  
Mayor  
Village Of El Portal  
500 NE 87<sup>th</sup> Street  
El Portal, FL 33138  
1-305-795-7880  
1-305-338-2730  
[mayornickerson@villageofelportal.org](mailto:mayornickerson@villageofelportal.org)



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# VILLAGE OF KEY BISCAINE

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*Village Council*  
**Joe I. Rasco, Mayor**  
**Allison McCormick, Vice Mayor**  
**Franklin H. Caplan**  
**Edward London**  
**Brett G. Moss**  
**Oscar Sardiñas**  
**Fernando A. Vazquez**

February 20, 2024

The Honorable Gina M. Raimondo  
Secretary  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Washington, DC 20230

*Village Manager*  
**Steven C. Williamson**

Dear Secretary Raimondo,

On behalf of the Village of Key Biscayne, I am pleased to write this letter in strong support of the Climate Ready Tech Hub Phase 2 application to the U.S. Economic Development Administration's (EDA) Regional Technology and Innovation Hub Program. The application's success would mean an influx of good paying jobs and capital for the South Florida region from Monroe to Palm Beach County. The region is positioned to become the world leader in resilience readiness as the Tech Hub fosters emerging technologies and a commitment to innovation. This will ensure South Florida's diverse workforce supports critical local and national priorities while also safeguarding and defending our most precious resources.

The consortium members and hub partners that make up the Climate Ready Tech Hub span local governments, academic institutions, leading startups, companies, EDOS, and workforce and labor organizations. Exemplary members and partners include Miami-Dade, Broward, Monroe, and Palm Beach counties along with Florida International University, Florida Atlantic University, Miami Dade College, University of Miami, Florida Memorial University, the University of Florida, Watsco, Titan, Citadel, International Union of Operating Engineers LOCAL 487, and South Florida Regional Planning Council.

Climate Ready Tech Hub aims to be the global destination to commercialize and deploy resilience technology. Florida's only Tech Hub would drive economic opportunity to underrepresented communities by advancing a resilient workforce of the future and accelerating market-ready solutions through an entrepreneurial ecosystem.

The Climate Ready Tech Hub will amplify innovation through collaboration with our research institutions and world class companies on the frontlines of resiliency. There is no community in the world more affected by coastal hazards than South Florida. Advancing commercialization of resilience technology through the Tech Hub will accrue significant benefits to our region and the country, leveraging federal, state, and local investments in coastal resilience and energy.





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## VILLAGE OF KEY BISCAIYNE

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Furthermore, South Florida is the nation's second-fastest growth region for venture capital investments, and we hold the top ranking in the United States for new business formation. This inflow of investment has helped establish a robust cluster of companies, research facilities and startups focused on Sustainable and Resilient Infrastructure technologies in our region.

The Tech Hub would have a significant impact on economic development opportunities in South Florida. The investment in Climate Ready Tech Hub would support the creation of approximately 59,000 jobs by 2034 with good paying jobs in construction, scientific and technical services, retail trade and other industries. Additionally, this award could result in \$6.4 billion in GDP, with \$3.7 billion in global exports. Further, the Tech Hub is estimated to have substantial population growth for the Hispanic and Black communities and economic migration among those groups to the region.

South Florida's unique, regional resources make it a logical home for innovators looking to unlock the potential to develop, test, and scale new solutions to tackle threats. By harnessing our region's unique assets, we can navigate immediate challenges, drive economic growth, foster collaboration with neighboring markets, and accelerate the development and deployment of cutting-edge solutions that will help us address our planet's most urgent issue.

Thank you for your consideration of this letter and the Climate Ready Tech Hub's request.

Sincerely,

---

Joe I. Rasco  
Mayor  
Village of Key Biscayne



## *Village of Virginia Gardens*

6498 NW 38<sup>th</sup> Terrace

Virginia Gardens, FL 33166

[www.viriniagardens-fl.gov](http://www.viriniagardens-fl.gov)

Phone: 305-871-6104 Fax: 305-871-1120

February 16, 2024

The Honorable Gina M. Raimondo  
Secretary  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Washington, DC 20230

Dear Secretary Raimondo,

On behalf of The Village of Virginia Gardens, I am pleased to write this letter in strong support of the Climate Ready Tech Hub Phase 2 application to the U.S. Economic Development Administration's (EDA) Regional Technology and Innovation Hub Program. The application's success would mean an influx of good-paying jobs and capital for the South Florida region from Monroe to Palm Beach County. The region is positioned to become the world leader in resilience readiness as the Tech Hub fosters emerging technologies and a commitment to innovation. This will ensure South Florida's diverse workforce supports critical local and national priorities while also safeguarding and defending our most precious resources.

The consortium members and hub partners that make up the Climate Ready Tech Hub span local governments, academic institutions, leading startups, companies, EDOs, and workforce and labor organizations. Exemplary members and partners include Miami-Dade, Broward, Monroe, and Palm Beach counties, along with Florida International University, Florida Atlantic University, Miami Dade College, University of Miami, Florida Memorial University, the University of Florida, Watsco, Titan, Citadel, International Union of Operating Engineers LOCAL 487, and South Florida Regional Planning Council.

Climate Ready Tech Hub aims to be the global destination to commercialize and deploy resilience technology. Florida's only Tech Hub would drive economic opportunity to underrepresented communities by advancing a resilient workforce of the future and accelerating market-ready solutions through an entrepreneurial ecosystem.

The Climate Ready Tech Hub will amplify innovation through collaboration with our research institutions and world class companies on the frontlines of resiliency. There is no community in the world more affected by coastal hazards than South Florida. Advancing commercialization of resilience technology through the Tech Hub will accrue significant benefits to our region and the country, leveraging federal, state, and local investments in coastal resilience and energy.

Furthermore, South Florida is the nation's second-fastest growth region for venture capital investments, and we hold the top ranking in the United States for new business formation. This inflow of investment has helped establish a robust cluster of companies, research facilities and startups focused on Sustainable and Resilient Infrastructure technologies in our region.

The Tech Hub would have a significant impact on economic development opportunities in South Florida. The investment in Climate Ready Tech Hub would support the creation of approximately 59,000 jobs by 2034 with good paying jobs in construction, scientific and technical services, retail trade and other industries. Additionally, this award could result in \$6.4 billion in GDP, with \$3.7 billion in global exports. Further, the Tech Hub is estimated to have substantial population growth for the Hispanic and Black communities and economic migration among those groups to the region.

South Florida's unique, regional resources make it a logical home for innovators looking to unlock the potential to develop, test, and scale new solutions to tackle threats. By harnessing our region's unique assets, we can navigate immediate challenges, drive economic growth, foster collaboration with neighboring markets, and accelerate the development and deployment of cutting-edge solutions that will help us address our planet's most urgent issue.

Thank you for your attention to this matter, and we hope for a favorable consideration of the Climate Ready Tech Hub's request.

Sincerely,



Mayor Spencer Deno  
Village of Virginia Gardens



February 19th, 2024

U.S. Department of Commerce  
Economic Development Administration  
1401 Constitution Ave. NW  
Suite 71014  
Washington, DC 20230

RE: EDA Regional Innovation and Technology Hub / Climate Ready Tech Hub

Dear Secretary Raimondo,

I am writing on behalf of Watsco, which is the largest distributor of HVAC in the U.S., is located in Coconut Grove, Miami, FL and is a Consortia Member, who read the application, and is committed to executing our roles, responsibilities, and commitments related to the Tech Hub's effort. Watsco serves over 125,000 HVAC businesses and is committed to accelerating the reduction of CO2e emissions by creating awareness and training; delivering over 50,000 hours of training to small business owners in 2023 and already selling one in five HVAC systems in the US through its distribution network and contractor relationships.

To support the consortium leader, Miami-Dade County, and The Climate Ready Tech Hub, Watsco will make in-kind match commitments to the Climate Ready Energy, Workforce, and Policy & Entrepreneurship Projects.

These commitments will educate small businesses on energy efficiency opportunities and support the Learning Laboratories and Entrepreneurship activities. The total commitment value is \$600,000.

(i.) Specific actions that will be taken as part of this commitment include:

- Contribute expertise for the specification, selection, installation and maintenance of HVAC equipment, parts, supplies, to the Hub's Learning Labs for the Climate Ready Energy Project
  - The in-kind match value of equipment is \$100,000.00.
- Participation in the Workforce Working Group by collaborating on the development of new specialized training, upskilling, and certificate programs, access to our training facilities, job placement support, and outreach to local small businesses.
  - The in-kind match value of staff time is \$250,000.00.
- Participation in the Policy & Entrepreneurship Working Group as subject matter expert to develop the 'Florida Standards' for climate ready energy.
  - Additionally, connect startups to HVAC technology resources, mentor new HVAC entrepreneurs, and coach small businesses on energy efficiency opportunities.
  - The in-kind match value of staff time is \$250,000.00.
- As a Consortia Member, practice open and secure exchange of data between Hub members and partners by committing to store data on mutually accessible platforms in order to enable data-driven decision-making and tracking of performance metrics over time

Watsco, Inc.  
2665 South Bayshore Drive, Suite 901  
Coconut Grove, FL 33133  
305-714-4100  
[www.watsco.com](http://www.watsco.com)

MDC196



(ii.) Responsible Parties who will ensure commitment is met are:

- Ivan Rapin-Smith

(iii.) Metrics of success that will be measured:

- # of startups supported
- # of entrepreneurs mentored
- # of small businesses coached on energy efficiency
- # of Workforce Development collaborations
- # of hours of subject matter expertise contributed to working groups

(iv.) Timeline of commitment and application period progress:

- 2025-2030

(v.) These commitments are a continuation and evolution of our purpose to assess and mature new HVAC and energy efficiency technologies, including new additions of cross-collaboration with Tech Hub partners.

Sincerely,

Ivan Rapin-Smith

A handwritten signature in black ink, appearing to read "Ivan Rapin-Smith".

ivanrs@watscoventures.com  
+1 (305) 714-4114  
2665 S Bayshore Drive  
Suite 901  
Miami, FL 33133

Watsco, Inc.  
2665 South Bayshore Drive, Suite 901  
Coconut Grove, FL 33133  
305-714-4100  
[www.watsco.com](http://www.watsco.com)

MDC197

# Memorandum



**Date:** October 8, 2024

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

**From:** Francesca de Quesada Covey  
Chief Innovation and Economic Development Officer

**Subject:** Request to Process Late Departmental Agenda Item

---

I am respectfully requesting placement of the Resolution Recommending Retroactive Approval and Acceptance of the Economic Development Agency's Regional Innovation & Tech Hub Grant Award on the October 16, 2024, Board of County Commissioners (Board) Meeting agenda.

Although the agenda item has not met the official deadline provided by the Agenda Coordination Office and has been provided late, it is time sensitive for the item to be heard. If approved, the grant would award the County \$3,200,000.00 in funds. On September 23, 2024, the EDA issued a Notice of Award (NoA) to the County and advised that the County has until October 23, 2024, to accept the grant funds, including the various terms and conditions set forth in the NoA.

Therefore, please process the item notwithstanding that the 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the Board Chairman, and review by the Office of the County Attorney.

  
\_\_\_\_\_  
**Approved by Mayor or Mayor's Designee**  
**Signature**

\_\_\_\_\_  
Francesca de Quesada Covey  
**Print Name**

  
\_\_\_\_\_  
**Approved by Legislative Director or Designee**  
**Signature**

\_\_\_\_\_  
Nicole Tallman  
**Print Name**

c: Geri Bonzon-Keenan, County Attorney  
[CAOagenda@miamidade.gov](mailto:CAOagenda@miamidade.gov)  
Eugene Love, Agenda Coordinator



**MEMORANDUM**  
(Revised)

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

**DATE:** October 16, 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 \_\_\_\_, majority plus one \_\_\_\_, 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) \_\_\_\_, 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 \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(1)  
10-16-24

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RETROACTIVELY APPROVING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE’S ACTIONS IN APPLYING FOR A REGIONAL INNOVATION AND TECH HUB GRANT AWARD FROM THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) IN THE AMOUNT OF \$3,200,000.00, WITH REQUIRED COUNTY COST SHARE AND AN ESTIMATED MAXIMUM FISCAL IMPACT TO THE COUNTY IN THE AMOUNT OF \$333,972.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO (1) EXECUTE AND ACCEPT THE EDA NOTICE OF AWARD AND THE TERMS AND CONDITIONS SET FORTH THEREIN, (2) RECEIVE AND EXPEND THE GRANT FUNDS IN ACCORDANCE WITH THE NOTICE OF AWARD, (3) EXECUTE ANY FURTHER AGREEMENTS OR OTHER DOCUMENTS AS REQUIRED BY THE EDA TO RECEIVE THE GRANT FUNDS, AND EXERCISE THE PROVISIONS SET FORTH THEREIN, PROVIDED THAT CERTAIN CONDITIONS ARE MET

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, the U.S. Economic Development Administration (“EDA”) has designated and funded the South Florida ClimateReady Tech Hub grant program (“CRTH”), a consortium led by Miami-Dade County’s Office of Innovation and Economic Development (“OIED”), as one of 12 Tech Hubs in regions across the country that show potential for rapid growth in key technology sectors; and

**WHEREAS**, Miami-Dade County, as the lead applicant for a consortium of prospective grantees, on August 15, 2023, submitted the Phase 1 of EDA Tech Hub grant application, leading to designation and outlining a consortium of partners, and on February 29, 2024, submitted the Phase 2 EDA Tech Hub grant application including an overarching narrative and a sub-component



project focused on the Governance of the Tech Hub, and subsequently as Governance lead created a Steering Committee on behalf of the consortium; and

**WHEREAS**, in July 2024, EDA notified CRTH that it would be awarded a total of \$19,500,000.00 in grant funds to accelerate regional technology and innovation-led growth by boosting the capacity to manufacture, commercialize, and deploy key climate technologies, of which \$3,200,000.00 would be awarded to Miami-Dade County to lead Governance efforts for the Tech Hub and the remaining \$16,300,000.00 awarded directly to the project leads, Florida International University and Miami-Dade College; and

**WHEREAS**, on September 23, 2024, the EDA issued a Notice of Award (“NoA”) to the County awarding the County \$3,200,000.00 in grant funds, with a required County cost share of \$333,972.00; and

**WHEREAS**, EDA has advised that the County has until October 23, 2024 to accept the grant funds, including the various terms and conditions set forth in the NoA,

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

**Section 1.** Retroactively approves the actions of the County Mayor or County Mayor’s designee in applying for a Regional Innovation and Tech Hub Grant Award from the United States Economic Development Administration (“EDA”) in the amount of \$3,200,000.00, with required County cost share in the amount of \$333,972.00.

**Section 2.** Authorizes the County Mayor or County Mayor’s designee to: (1) execute and accept the EDA Notice of Award issued on September 23, 2024, including the terms and conditions set forth therein (“NoA”), a copy of which is attached hereto and incorporated herein by reference; (2) receive and expend the grant funds in accordance with the NoA; and (3) execute

any further agreements or other documents as required by the EDA in order to receive the grant funds, following review for form and legal sufficiency by the County Attorney's Office, and exercise the provisions therein, provided that: (a) such documents do not require additional County financial obligations or matching funds beyond those identified in the attached memorandum or otherwise included in the County's budget for Fiscal Year 2024-2025, and (b) any hiring by the County of outside legal counsel or any participation by the County in the incorporation of a new legal entity shall require prior Board approval.

The Prime Sponsor of the foregoing resolution is Chairman Oliver G. Gilbert, III. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 16<sup>th</sup> day of October, 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be 'CJF', written over a horizontal line.

Michael J. Mastrucci  
Christian Fernandez-Andes



**RECIPIENT INFORMATION**

- 1. Recipient Name(s)**  
Miami-Dade County  
111 Northwest 1st Street Miami, FL  
33128-1902 US
- 2. Congressional District of Recipient**  
FL-24
- 3. Employer Identification Number (EIN)**  
596000573
- 4. UEI**  
G4FMKKEM5CH5
- 5. Recipient POC**  
Jennifer Baez  
jennifer.baez@miamidade.gov
- 6. Authorized Official**  
Francesca de Quesada Covey  
francesca.covey@miamidade.gov

**FEDERAL AGENCY CONTACT INFORMATION**

- 7. Grant Specialist**  
Daniela Leck  
dleck@eda.gov
- 8. Program Officer**  
Grace Klein  
gklein@eda.gov
- 9. Grant Officer**  
Eric Smith  
esmith2@eda.gov

**FEDERAL AWARD INFORMATION**

- 10. Award Number / FAIN**  
ED24HDQ0G0391
- 11. Award Type**  
Grant
- 12. Period of performance Start Date & End Date**  
09/01/2024 - 08/31/2029
- 13. Federal Share of Cost**  
\$ 3,200,000
- 14. Recipient Share of Cost**  
\$ 333,972
- 15. Total Federal and Recipient Cost**  
\$ 3,533,972
- 16. Statutory Authority**  
Tech Hubs Phase 2 is authorized under the Regional Technology and Innovation Hub Program, as authorized by section 28 of Stevenson-Wydler Technology Innovation Act of 1980 (15 U.S.C. § 3722a).
- 17. NOFO/RFA #**  
EDA-TECHHUBSPHASE2-2023
- 18. Project Title**  
Governance Component Project
- 19. Assistance Listing Number and Name**  
11.039 - Regional Technology and Innovation Hubs
- 20. Award Action Type**  
New Competing
- 21. Multiyear Award?**  
No
- 22. R&D Award?**  
No
- 23. Construction Award?**  
No
- 24. Grants Officer – Signature and Date**  
–
- 25. Recipient – Signature and Date**  
–

BY ACCEPTING THIS AWARD, THE RECIPIENT IS AFFIRMING THAT IT WILL COMPLY WITH ALL THE TERMS AND CONDITIONS OF THE AWARD. THE AWARD MUST BE ACCEPTED BY THE APPLICANT'S AUTHORIZED OFFICIAL.

**RECIPIENT NAME: Miami-Dade County**  
**PROJECT TITLE: Governance Component Project**  
**AWARD NUMBER: ED24HDQ0G0391**

This Notice of Award includes the following sections and incorporates all regulations, documents and authorities referenced therein.

- I. BUDGET INFORMATION
- II. STANDARD TERMS AND CONDITIONS
- III. SPECIFIC AWARD CONDITIONS
- IV. OTHER

Should there be a discrepancy among these documents, the Specific Award Conditions, including any references, shall control.

**SECTION I – BUDGET INFORMATION**

The following is the Authorized Budget for this award. Reference Section III – Specific Award Conditions for conditions related to the Authorized Budget.

**Authorized Budget**

<b>Estimated Funding (\$)</b>	<b>Proposed</b>	<b>Approved</b>
Federal Share (EDA Amount)	\$ 5,503,895.63	\$ 3,200,000.00
Non-Federal Matching Share	\$ 498,887.65	\$ 333,972.00
<b>Total Project Costs</b>	<b>\$ 6,002,783.28</b>	<b>\$ 3,533,972.00</b>

**Non-Construction**

<b>Cost Classification</b>	<b>Proposed</b>	<b>Approved</b>
Personnel	\$ 2,360,176.55	\$ 1,687,801.00
Fringe Benefit	\$ 646,359.13	\$ 646,360.00
Travel	\$ 160,866.00	\$ 73,829.00
Equipment	\$ 0.00	\$ 0.00
Supplies	\$ 27,700.00	\$ 2,250.00
Contractual	\$ 1,550,000.00	\$ 605,000.00
Construction	\$ 0.00	\$ 0.00
Other	\$ 1,050,000.00	\$ 415,801.00
Indirect Charges	\$ 207,681.61	\$ 102,931.00
<b>Total Project Costs</b>	<b>\$ 6,002,783.29</b>	<b>\$ 3,533,972.00</b>

**SECTION II – STANDARD TERMS AND CONDITIONS**

The following regulations and standard terms and conditions apply to this award:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as Adopted Pursuant to 2 CFR § 1327.101 for Federal Awards
- Department of Commerce Financial Assistance Standard Terms and Conditions
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements
- 13 CFR Chapter III Economic Development Administration, Department of Commerce Regulations
- Other:

**SECTION III – SPECIFIC AWARD CONDITIONS**

The following Specific Award Conditions apply to this award: See Attachment

**SECTION IV – OTHER**

## ATTACHMENT 1

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### Scope of Work

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- **Hub Name: ClimateReady Tech Hub (Formerly South Florida Climate Resilience Tech Hub)**
- **Component Project Name: Catalyze Climate Ready Collaboration (Governance)**
- **Component Project Lead: Miami-Dade County**

### **Objective A: Develop and Implement an Effective Governance Model**

#### **Key Activity 1: Establish Governance Structure**

- Goal / Purpose: To create a governance model that ensures transparent, accountable, and equitable decision-making and oversight of the Hub's operations and strategic direction.
- Milestones and deliverables: month 0-6; Select and onboard deputy Regional Innovation Officer (RIO) and Program Manager; months 3-12 finalize MOUs, Equity Action Plan, Risk Plan, and operating model for governance structure and fiscal requirements; months 13- 60 stand up committees (Climate Tech, EEJ, Workforce) and operationalize governance model.
- Anticipated Metrics (Outputs, outcomes): 30+ MOU signatories; 30+ Equity Action Plan signatories; Positive survey results on governance performance.
- Timeline: 60 months
- Critical dependencies: Hiring key personnel, finalizing governance documents, and Steering Committee leadership. Linked to Objective B on community engagement.
- Responsible Staff: Regional Innovation Officer (RIO), Deputy RIO
- Subawardee (if applicable): N/A [there are no subawards in this component project]

#### **Key Activity 2: Implement Robust Oversight and Accountability Mechanisms**

- Goal / Purpose: To ensure the Hub's operations and performance are closely monitored and course corrected as needed to drive progress towards goals.
- Milestones and deliverables: months 0-6 establish Steering Committee structure, begin quarterly meetings, set Hub-wide goals and respective metrics, and select performance management software; months 6-12 roll-out performance dashboard; initiate compliant grant evaluation and reporting process; months 6-18 conduct risk mitigation assessment & plan; months 18-60 monitor and adjust activities.
- Anticipated Metrics: # Steering Committee meetings held; % attendance; on-time completion of plans (e.g., risk) and reporting, linked to dashboard.
- Timeline: 60 months
- Critical dependencies: Established Steering Committee and data/reporting infrastructure.
- Responsible Staff: Regional Innovation Officer (RIO), Program Manager

### **Objective B: Ensure Meaningful Inclusion of Underserved Communities**

#### **Key Activity 1: Implement Equity-Focused Strategies and Partnerships**

- Goal / Purpose: To meaningfully engage underserved communities in the ClimateReady Tech Hub's strategy, operations, and decision-making.
- Milestones and deliverables: months 0-6 establish baseline metrics for equity and inclusion to track progress; months 6-24 roll out neighborhood-level outreach initiatives

(e.g. neighborhood navigators); months 12-60 engage 10 community organizations as "super-conveners" to aggregate and integrate community perspective.

- Anticipated Metrics: Equity Action Plan initiatives completed; # of community "super-conveners"; demographic and geographic representation across Hub activities.
- Timeline: 60 months
- Critical dependencies: Dependent on establishing the governance structure and Equity Action Plan. Linked to Objective A on governance.
- Responsible Staff: RIO, Program Manager, Equity & Environmental Justice Committee

### **Key Activity 2: Elevate Community Voice and Visibility**

- Goal / Purpose: To ensure the perspectives and needs of underserved communities are elevated and drive the Hub's priorities and operations.
- Milestones and deliverables: months 0-12 implement targeted marketing and communications strategy to engage diverse audiences; months 0-60 conduct annual community needs assessment with CBO partners (Q4, annually); host 4 community engagement events per year to bring together diverse stakeholders.
- Anticipated Metrics: # community engagement events; demographic and geographic representation; marketing and communications campaigns reach.
- Timeline: 60 months
- Critical dependencies: See Objective B: Key Activity 1
- Responsible Staff: RIO, Deputy RIO, Equity & Environmental Justice Committee

## **Objective C: Ensure Long-Term Financial Sustainability of the ClimateReady Tech Hub**

### **Key Activity 1: Develop a Comprehensive Funding Strategy**

- Goal / Purpose: Position the Hub for long-term financial sustainability.
- Milestones and deliverables: months 0-12 develop a 10-year budget and fundraising strategy to reduce reliance on federal grants; months 13-24 select and onboard pro-bono partnerships and development personnel; months 25-60 secure commitments for non-federal funding sources.
- Anticipated Metrics: \$ non-federal funding secured; # new funding partnerships; diversity of funding sources (no more than 20% from any single source)
- Timeline: 60 months
- Critical dependencies: Established governance structure and consortium + funder buy-in.
- Responsible Staff: RIO, Deputy RIO, Partnerships lead (pro bono)

### **Key Activity 2: Leverage In-Kind and Pro Bono Contributions**

- Goal / Purpose: Supplement the Hub with in-kind and pro bono support.
- Milestones and deliverables: months 0-12 identify needs and secure commitments; months 13-24 establish processes to track, report, and recognize in-kind and pro bono contributions; months 25-60 leverage pro bono efforts to secure Hub funding
- Anticipated Metrics: Value of in-kind and pro bono contributions; # consortium members and partners providing in-kind and pro bono support
- Timeline: 60 months
- Critical dependencies: strong relationships with consortium members and partners.
- Responsible Staff: RIO, Deputy RIO, Program Manager

**Instructions:** Staffing plan should include a detailed breakdown of time allotted to the project, in addition to their specific role/responsibilities on this project. Staffing for subcontractors or contractors should NOT be included here and should be included in the contractual line item on the following tabs.  
 \*Please note, any values in the template are examples to show how to use the template and should not be considered guidance or advice on the expected budget values from EDA.

**AUTHORIZED STAFFING PLAN**

Name / Role	Annual Salary/Rate	Staffing Plan - Budget		Annual \$ from Award	Number of Years	Total Cost by Employing	Year 1		Year 2		Year 3		Year 4		Year 5		Checkpoint
		% of Annual Hours for project	Total Fringe Costs (rate and total)				Federal Share	Non-Federal Share	Federal Share	Non-Federal Share	Federal Share	Non-Federal Share	Federal Share	Non-Federal Share	Federal Share	Non-Federal Share	
Deputy Regional Innovation Officer	\$115,000	100%	\$185,000	\$185,000	5.00	\$925,000	\$160,000	\$169,744	\$164,800	\$174,836	\$169,744	\$174,836	\$180,081	\$180,081	\$180,081	\$180,081	Does breakdown match your total?
Tech Hub Program Manager	\$95,000	100%	\$95,000	\$95,000	5.00	\$475,000	\$95,000	\$97,850	\$97,850	\$102,809	\$97,850	\$102,809	\$106,923	\$106,923	\$106,923	\$106,923	\$ 849,461.73
South Florida Regional Planning Council	\$184,000	25%	\$46,000	\$0	5.00	\$230,000	\$46,000	\$47,000	\$47,000	\$48,000	\$48,000	\$48,000	\$49,000	\$49,000	\$49,000	\$49,000	\$ 594,367.90
Office of Innovation & Economic Development - Climate Tech & Economic Innovation Lead	\$118,000	15.0%	\$17,700	\$0	5.00	\$88,500	\$17,700	\$18,331	\$18,331	\$18,778	\$18,778	\$19,224	\$19,224	\$19,224	\$19,224	\$19,224	\$ 240,000.00
<b>Total Fringe Costs (rate and total)</b>							<b>\$15,000</b>	<b>\$15,331</b>	<b>\$15,331</b>	<b>\$15,778</b>	<b>\$15,778</b>	<b>\$16,224</b>	<b>\$16,224</b>	<b>\$16,224</b>	<b>\$16,224</b>	<b>\$16,224</b>	<b>\$ 1,873,303.32</b>
							<b>\$124,240</b>	<b>\$129,201</b>	<b>\$129,201</b>	<b>\$134,162</b>	<b>\$134,162</b>	<b>\$139,123</b>	<b>\$139,123</b>	<b>\$144,084</b>	<b>\$144,084</b>	<b>\$144,084</b>	<b>\$ 1,846,359.13</b>

**21.95% + 16,000 per person / per year**  
 Fringe costs have a fixed and variable annual cost (see justification)

**Please put your Fringe Cost Justification Below**  
 Miami-Dade County Budget Submission 2023-2024 Guidance - <https://www.miamidade.gov/resources/budget/budget-process/2023-24/ba-personnel-assumptions-and-rates.pdf>  
 Fringe benefits were calculated using a rate of 21.26% + 16,000 per person / per year for the 3 FTE included above.

Total Personnel Costs should be calculated to account for all personnel costs charged to the grant and should include both federal resources and matching share, if any.  
 Further, fringe costs should be calculated and documented based on personnel in projects. Supporting documents and policies should be provided upon request. More information on fringe benefits can be found in 2 CFR 200.433

Name	Title	Staffing Plan - Narrative
TBD - To Be Hired	Deputy Regional Innovation Officer	<b>Project Responsibilities</b> -Assist the RIO in coordinating the activities of the Hub consortium and overseeing implementation of the regional innovation strategy. -Lead the development and implementation of the Hub's overall strategy and work plan, ensuring alignment with the Tech Hubs program objectives. -Serve as the primary point of contact for the Hub in communication and coordination with EDA. -Drive the planning, coordination, execution and governance of the Hub's portfolio of projects including cohesion across climate technologies -Coordinate and manage implementation of projects -Monitor progress against goals and continuously evaluate impact of activities. -Ensure communication and engagement with community stakeholders. -Oversee collection and reporting of performance data and play a lead role in evaluations. -Identify challenges and barriers and coordinate solutions through collaboration with EDA and partners. -Manage the procurement and implementation of software that will serve as the Hub's customer relationship management (CRM) system, metrics data collection platform, reporting tool, and dashboard interface. -Liaise with 3rd party grant evaluator & data analyst to produce regular progress updates and periodic evaluation reports for EDA, leadership teams and stakeholders. -Manage data collection and entry from project implementers and Consortium members & work cross-functionally with project teams to integrate data and reporting requirements. -Coordinate with EDA on risk management, development and implementation of risk mitigation plans, and other ad-hoc risk matters. -Development of appropriate policies and procedures. Develop reasonable and appropriate policies and procedures to guide the Hub's implementation and systematic assessment of the
TBD - To Be Hired	Tech Hub Coordinator / Program Manager	
Michael Bailey	Risk Committee Member and Advisor	
Eralda Agolli	Program Manager of Community and Economic Development	
Galen Treuer	Office of Innovation & Economic Development - Climate Tech & Economic Innovation	



SPECIFIC AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

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**NON-CONSTRUCTION PROJECTS:** Regional Technology and Innovation Hub Program under Section 28 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended, 15 U.S.C. § 3722a

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**Regional Technology and Innovation Hub Program (Tech Hubs):** Phase 2 Non-Construction Grants

<b>Project Title:</b> Governance Component Project	
<b>Recipient Name:</b> Miami-Dade County	<b>Award Number:</b> ED24HDQ0G0391

1. **SCOPE OF WORK:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award as the *Authorized Scope of Work* (Attachment 1). All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work memorialized in writing through execution of an amendment to the Notice of Award.
  
2. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS:** Along with other controlling law, this Award is governed by the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) as set forth in 2 CFR part 200, as updated and revised by the final rule published on April 22, 2024 ([89 FR 30046](#)). In accordance with the “dates” section of the final rule, the requirements of the revised Uniform Guidance apply to this Award.
  
3. **PROJECT CONTACT INFORMATION:** The Recipient agrees to notify EDA promptly of any changes to the Recipient’s contact information as specified in the Notice of Award.
  
4. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Notice of Award, the following additional documents are hereby incorporated by reference into this Award:
  - a. The Recipient’s application, including any attachments, Project descriptions, schedules, and subsequently submitted supplemental documentation
  - b. *Authorized Scope of Work* (Attachment 1)
  - c. *Authorized Staffing Plan* (Attachment 2)

Should there be a discrepancy among these documents, these Specific Award Conditions shall control.

- 5. PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:
- a. Return of executed Notice of Award (NoA) or Amendment due no later than (NLT) 30 calendar days after receipt of NoA/Amendment
  - b. Scheduling of Kick-Off Meeting must occur NLT 30 calendar days after receipt of NoA/Amendment
  - c. Finalization of Work Schedule must occur NLT than the date of the Kick-Off Meeting
  - d. Submission of Final Project Progress Report due NLT 120 calendar days from the Award End Date, i.e., the latest date set forth in the “period of performance” field on the NoA or as later memorialized through an Amendment
  - e. Submission of Final Financial Documents (Form SF-425) due NLT 120 calendar days from the Award End Date

The Recipient shall diligently pursue the development and implementation of the Project upon receipt of the EDA Award so as to ensure completion within this time schedule and shall promptly notify EDA in writing of any event that could substantially delay meeting any of the time limits set forth above. The Recipient further acknowledges that failure to meet the Project Development Time Schedule may result in EDA pursuing remedies for non-compliance, potentially including termination of the Award, in accordance with the regulations set forth at 2 C.F.R. §§ 200.339–200.343.

- 6. FINANCIAL DISBURSEMENT INSTRUCTIONS FOR THE TECH HUBS AND RECOMPETE PROGRAMS:** EDA will make disbursements using the Department of the Treasury’s Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation required by ASAP including but not limited to Recipient and Requestor Identification Numbers. Complete information concerning the ASAP system may be obtained by visiting <https://www.fiscal.treasury.gov/asap/>.

In order to receive disbursements, the Recipient must submit a Form SF-270 “Request for Advance or Reimbursement” for the applicable period electronically. The Project Officer will review and process the request. The Recipient must time payment requests so that Federal funds are on hand for a maximum of 90 calendar days before being disbursed by the Recipient for allowable award costs.

Prior to the initial disbursement, Recipients must complete Form SF-3881 (ACH Vendor/Miscellaneous Payment Enrollment Form). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of the Award. EDA will provide instructions for submitting the form during the project kick-off meeting.

- 7. REPORT SCHEDULE:** The Recipient agrees to report to EDA on the Project’s performance and impacts as summarized as follows:
- a. During the Period of Performance:
    - i. Progress Reports and Financial Status Reports – Semiannually, for the periods ending March 31 and September 30.
    - ii. Tech Hubs Performance Data Collection Instrument – Semiannually, starting in 2025 for a period of 10 years, or as otherwise directed by EDA (note that EDA anticipates that this obligation will extend beyond Award closeout – see the “Tech Hubs Performance Data Collection” SAC that is applicable to this Award).
  - b. At the Expiration of the Period of Performance but Before Award Closeout: Progress Reports and Financial Status Reports – One time, within 120 calendar days after the Award End Date.
  - c. After Award Closeout: Submit the Tech Hubs Performance Data Collection Instrument semiannually, until the end of the 10 year reporting period, or as otherwise directed by EDA.

Timely submission of all above-described reports is a condition of this Award. Per 2 CFR § 200.344, the Recipient must submit, no later than 120 calendar days after the end of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. If the Recipient fails to submit all required reports to EDA within one year of the period of performance end date, EDA will report the material failure to comply with the OMB-designated integrity and performance system (formerly FAPIIS) and/or pursue other enforcement actions per 2 CFR § 200.339.

- 8. PROJECT PROGRESS REPORTS:** The Recipient agrees to provide the Project Officer with project progress reports, communicating the important activities and accomplishments of the project, on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, for the entire project period. Reports are due no later than one month following the end of the semi-annual period.

Progress Reports must be submitted to EDA via EDA’s Grants Management Portal in a concise, clear format that outlines the following information in three to six pages:

- a. A clear, concise overview of the activities undertaken during the reporting period;
- b. Descriptions of accomplishments, benefits, and impacts of the Project and activities, including specific outcomes of Project activities such as job creation/retention (including the nature and quality of those jobs); relevant private, philanthropic, public, and other investment, including the purpose of the investment; regional and consortium governance and collaboration; engagement with historically excluded groups or regions; changes in the region’s capacity to produce and deliver technologies, technology maturation, demonstration, and deployment milestones; national security impacts (including, e.g.,

both specific technology use cases and broader strategic market impacts); and other impacts on economic competitiveness and national security;

- c. Upcoming or potential press events or opportunities for collaborative press events to highlight Project activities and benefits;
- d. A comparison of Project progress with the Project timeline (including milestone-specific progress and completion) and explanations of any departures from the targeted schedule, descriptions of how these departures will be remedied, and projections of the course of work for the next period;
- e. An outline of challenges that currently impact or could impact progress on the Project or its objectives over the next reporting period and means of mitigating this risk;
- f. An outline of any areas where EDA assistance (e.g., connections to subject matter experts or other resources, amplifications of activities or impacts) is needed to support the Project; and
- g. Any other key information that would be helpful to your EDA Project Officer.

**9. FINAL PROJECT PROGRESS REPORT:** The final Progress Report must be submitted to EDA no more than 120 calendar days after the Award End Date and these reports or any part of the information contained therein may be posted on EDA’s website, used for promotional materials or policy reviews, or may be otherwise shared. Recipient must clearly identify any information that may constitute a trade secret or may be commercial or financial information that is confidential or privileged in these reports. There is no minimum or maximum page requirement for the **final Progress Report**; however, the final Progress Report should concisely yet completely communicate key Project information as follows:

- a. the specific regional need that the Project was designed to address and progress made during the period of performance and beyond that has mitigated or will mitigate that need and advance economic development;
- b. a high-level overview of the activities undertaken;
- c. details of lessons learned during the period of performance that may be of assistance to EDA or other communities undertaking similar efforts;
- d. the expected and actual economic and national security benefits of the Project at the time that the Report is written; and
- e. any other key information from the period of performance.

**10. FINANCIAL REPORTS:** Financial Status Reports (SF-425) must be submitted to EDA on a semi-annual basis via EDA’s Grants Management Portal for the reporting periods ending March 31 and September 30, or any portion thereof if applicable, for the period of performance set forth in the Notice of Award or as later memorialized through a mutually agreed-upon Amendment to the Award. Form SF-425 (and instructions for completing this form) is available at: <https://www.grants.gov/forms/post-award-reporting-forms.html>. Reports are due no later than 30 calendar days following the end of the reporting period.

**11. FINAL FINANCIAL REPORT:** A **final** Form SF-425 must be submitted to EDA no more than 120 calendar days after the Authorized Award End Date specified on the Notice of Award (or any subsequently executed Amendment to the Notice of Award). Final Financial Reports should follow the instructions for submitting mid-term Financial Status Reports, but should also ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the **final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.**

**12. TECH HUBS PERFORMANCE DATA COLLECTION:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010.

Starting in 2025, EDA anticipates that recipients will report on the program performance measures and outcomes on a semi-annual basis for a period of 10 years. The Recipient must retain sufficient documentation so that it can submit these required reports. Failure to submit these reports may adversely impact the ability of the Recipient to secure future funding from EDA. EDA reserves the right to change the content or frequency of required reports. EDA will provide adequate advance notice of any changes to the required reports so that the Recipient can collect the necessary data.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact the Recipient in writing within a reasonable period before the deadline for submission of the reports with information on how this data should be submitted. The Recipient must ensure adequate records are kept to support the methodology for computing initial and all subsequent actual performance data, and must make this information available at EDA's request, including in the event of an audit or performance site visit.

**13. ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Notice of Award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200, and the Authorized Budget. Except as otherwise expressly provided for within these Specific Award Conditions, the federal share of the allowable costs will be based on the Investment Rate for the Award, as established on the Notice of Award or any

subsequent Amendment. In the event of an underrun in total allowable costs for this project, the federal share of allowable costs will be determined by the Investment Rate. The federal share of total allowable costs may not exceed the dollar amount specified on the original Award or any subsequent amendments.

- 14. MATCHING SHARE:** The Recipient agrees to provide the Recipient’s non--Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Notice of Award, whichever is less. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project and will be available as needed for the project.
- 15. FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the lesser of the EDA grant amount or the EDA share of total allowable project costs (as stated on the Notice of Award or the most recent Amendment).
- 16. REFUNDS, INTEREST, OR UNUSED FUNDS:** If the Recipient needs to return money to EDA, it may use one of the following two methods:

- i. The first is the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second is paper check conversion. All checks must be made payable to “Department of Commerce, Economic Development Administration” and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA’s Accounting Office, which processes EDA’s accounting functions, at the following address:

NOAA OCFO  
Attn: Finance Office, Travel Dept.  
1315 East West Highway, SSMC3  
Silver Spring, MD 20910

When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor’s account electronically. The debit from the payor’s account will usually occur within 24

hours. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

**17. ADDITIONAL DOCUMENTATION REQUIRED FOR AWARD COMPLIANCE:**

Recipient agrees to provide any additional documentation or information required by EDA to confirm compliance of this Award with applicable laws, regulations, and policies and to do so within reasonable deadlines set by EDA. In the event Recipient fails to provide the required documentation in a timely manner, EDA may exercise the remedies provided at 2 C.F.R. §§ 200.339–200.343, up to and including termination.

**18. PROJECT AND PROGRAM EVALUATION:** As part of the process of validating and monitoring the Award and the performance information provided by the Recipient, and as a general method of evaluating the Award and the Tech Hubs Program, EDA reserves the right to conduct project and program evaluations through site visits and/or survey(s) during or after the period of performance. Such evaluations may be conducted by outside parties associated with EDA or by EDA staff. Recipient agrees to participate in the evaluation by answering the evaluator’s questions and furnishing information as requested. Evaluators will maintain the confidentiality of business information as required and appropriate. Recipient agrees to provide data and client management system information, including through direct access to systems, platforms, databases, etc. to facilitate evaluations. For site visits, EDA will provide the Recipient at least two weeks of notice prior to a visit, unless exigent circumstances warrant otherwise. The site visit may include interviews with Recipient’s staff or visits with Project clients.

**19. USE OF INFORMATION:** EDA reserves the right to use information contained in the Recipient’s Application as well as all reports and performance data submitted by the Recipient to undertake an evaluation of the Program. The Recipient agrees to cooperate with such evaluations, including by sharing performance information that they have collected or will collect as part of their grant activities, including performance information for Project clients.

**20. PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.327. Any noncompetitive procurement requires prior approval from EDA.

**21. NONRELOCATION:** In signing this Award, the Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation of existing jobs within the U.S. that are located outside of its jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions in accord with 2 C.F.R. §§ 200.339 through 200.343 and the DOC STCs, including suspension of disbursements and termination of the Award which may include the establishment of a debt requiring the Recipient to reimburse EDA.

**22. REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient’s application for this Award may have been submitted to EDA and signed by Recipient, or by an authorized representative of Recipient, electronically without providing an original “wet” signature. In addition, the Recipient or an authorized representative of Recipient may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to EDA or the means by which Recipient submitted the Application or accepted the Award, Recipient hereby reaffirms and states that:

- A. All data in the Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award;
- B. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- C. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the Application and through the System for Award Management (SAM.gov).

The Recipient agrees to immediately notify the EDA of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes. For purposes of this provisions, the term “Application” includes all documentation and any information provided to EDA as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by EDA after submission of the initial Application.

**23. FREEDOM OF INFORMATION ACT (FOIA):** EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.

**24. USE OF EDA’S TECH HUBS LOGO:** EDA has developed a logo for EDA programming under the Regional Technology and Innovation Hubs program (“Tech Hubs Logo”). Recipient may use the Tech Hubs Logo pursuant to the below terms and conditions for the following limited purposes:

- Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); and
- Work products and deliverables developed under this Award (e.g., tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials).



Recipient may not use the Tech Hubs Logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the Tech Hubs Logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the Tech Hubs Logo (see paragraph B, below).

- A. Grant of License: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the Tech Hubs Logo for the limited purposes described above (the “License”). Recipient agrees that: (1) the Tech Hubs Logo will not be used in a way that would suggest that it is the property of Recipient or any other third party, and (2) Recipient will include the following notice in conjunction with its use of the Tech Hubs Logo, as appropriate: “The Tech Hubs Logo is a trademark of the Economic Development Administration, used with permission.” This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the Tech Hubs Logo.
- B. Required Approvals for Certain Uses of the Tech Hubs Logo: Before Recipient uses the Tech Hubs Logo for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Tech Hubs Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the Tech Hubs Logo for the above uses until receiving written approval (including via email) from EDA of the proposed use.
- C. Quality Control: EDA shall have the right, at all reasonable times, to inspect Recipient’s goods, services, and promotional activities employing the Tech Hubs Logo to ensure that such use is of proper quality and otherwise consistent with this License.
- D. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the Tech Hubs Logo shall immediately terminate. EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient’s use of the Tech Hubs Logo is inconsistent with the License.
- E. Validity and Ownership of Tech Hubs Logo: Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the Tech Hubs Logo, and all such right, title, interest, and ownership shall remain with EDA. Recipient further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the Tech Hubs Logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA’s rights in the Tech Hubs Logo, including challenging EDA’s use, registration of, or application to register the Tech Hubs Logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the Tech Hubs Logo, any derivatives thereof, or

any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.

- F. **Assignments and Sub-Licenses:** The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to EDA—and must receive prior approval from EDA—of any such subcontract prior to manufacturing and distribution activities.
- G. **Governing Law:** The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.
- H. **Indemnification:** Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the Tech Hubs Logo by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.
- I. **Obtaining the Tech Hubs Logo:** For an electronic version of the Tech Hubs Logo, Recipient should contact the EDA Tech Hubs Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).

**25. STAFFING CHANGES:** The Authorized Staffing Plan sets forth Recipient staff primarily responsible for administering this Award. In the event of a change in the professional staff positions primarily funded with the EDA grant, Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of their resume within 30 business days of the selection.

**26. CONFLICT OF INTEREST:** The Recipient must maintain a written and enforced conflict of interest policy. The policy should at a minimum address actual or potential personal (e.g., employees, agents, members of their immediate family) or organizational conflicts of interest in the performance or administration of the Award. Conflicts of interest may include, but are not limited to, any past, present or planned contractual, financial, or other relationships, obligations, commitments or responsibilities, which may bias the Recipient or affect the Recipient's ability to perform or administer the Award in an impartial and objective manner. The policy must include standards of conduct covering conflicts of interest and governing actions of Recipient employees engaged in the selection, award, or administration of contracts in accordance with 2 C.F.R. § 200.318(c). The Recipient shall ensure that all subrecipients and contractors under the Award: (1) have their own conflict of interest policy in place that meets the requirements of this Specific Award Condition; or (2) adopt the Recipient's conflict of interest policy. The Recipient's policy should provide procedures to disclose, mitigate, and resolve any such conflicts of interest. In accordance with 2 C.F.R. § 200.112, the Recipient must disclose in writing any potential or actual conflict of interest to EDA in a timely manner. EDA will evaluate the disclosure and inform the Recipient of any

required remedial action beyond what the Recipient may have already implemented. Failure to comply with this condition, or the Recipient's own conflict of interest policy, may result in appropriate enforcement action pursuant to 2 C.F.R. §§ 200.339 through 200.343 and the DOC STCs, which are incorporated under the Award.

- 27. PARTICIPATION IN THE TECH HUBS COMMUNITY OF PRACTICE:** To ensure the sharing of best practices and experience from across the Tech Hubs recipient community, the Recipient agrees to participate in any Tech Hubs community of practice, which may be supported by an organization to be designated by EDA, as relevant and appropriate to this Award or as directed by EDA.
- 28. TECH HUBS CONVENING ATTENDANCE:** To support the objectives of the Tech Hubs Program, including outreach and coordination, the Recipient agrees that at least one of Recipient's key personnel responsible for implementing this Project will attend Tech Hubs Community of Practice related convenings. EDA will inform the Recipient of the dates of any convenings as soon as possible. Attendance may be virtual or in-person and reasonable and necessary costs of attending this conference may be charged to this Award.
- 29. COOPERATION WITH TECH HUBS CONSORTIUM:** The Recipient's application for this award was submitted as part of a package of applications assembled by a Tech Hubs Consortium, as defined in the Tech Hubs Phase 2 Notice of Funding Opportunity, and the Recipient's continued participation in and cooperation with the Tech Hubs Consortium throughout the period of performance is a mandatory component of the Scope of Work for this Award. Recipient agrees to cooperate with the Tech Hubs Consortium pursuant to which this Award is made. Among other things, this includes coordinating with the lead institution and other award recipients, participating in Consortium meetings, providing project data for reports to EDA, and working with other project leads to mitigate the impacts of unexpected delays in construction on other parts of the Consortium's work.
- 30. RISK MITIGATION MEASURES:** The Recipient and/or the Consortium Lead, as an applicant for Tech Hubs strategy implementation funding, submitted an Overarching Risk Mitigation Plan (RMP) and may have submitted a supplemental Component Project RMP. Given the national security objectives of the Tech Hubs program and the risks and threats that arise from new technologies and from their development, demonstration, deployment, delivery, and use (including but not limited to cybersecurity, critical infrastructure security, intellectual property security, personnel security, and investment security risks and threats), the Recipient agrees to
- adhere to the award's relevant RMPs as periodically updated;
  - review the relevant RMPs at least annually with EDA, as well as with other relevant Federal Departments and agencies, and their identified partners;

- collaborate with EDA, other Federal Departments and agencies, and their identified partners to update this award’s relevant RMPs to strengthen the Recipient’s and/or the Consortium’s ability to anticipate, mitigate, and respond to risks and threats and to adapt to new, emerging, and evolving risks and threats;
- report realized risks and threats to EDA, other Federal Departments and agencies, and their identified partners in a timely and complete manner; and
- act in accordance with the relevant RMPs and any guidance or direction provided by EDA, other Federal Departments and agencies, and their identified partners to mitigate and respond to risks and threats.

The Recipient agrees to participate in meetings and to provide data and information as necessary to comply with this section.

**31. WASTE, FRAUD AND ABUSE:** Consistent with 2 C.F.R. part 200, at EDA’s direction, at any time(s) during the estimated useful life of the Project, Recipient’s key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within 60 days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter “Fraud Schemes”), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-U.s.aspx>, as soon as possible.

**32. MATCH REQUIREMENT ACROSS ALL COMPONENT PROJECTS (LEAD CONSORTIUM MEMBER):** The Recipient’s application for this award was submitted as part of a package of applications assembled by a Tech Hubs Consortium. The maximum Federal grant rate for Tech Hubs Phase 2 Implementation Grants is 90%, which means that the Tech Hubs Consortium is responsible for providing local match of at least 10% of eligible

project costs across all component projects. In other words, individual component projects may include matching share rates that are below or above the minimum matching share rate of 10%, so long as the minimum matching share rate is maintained across the total amount of Federal funding provided to the Tech Hub. As the Lead Consortium Member, the Recipient is responsible for securing matching funds necessary to comply with the minimum matching share rate across the total amount of Federal funding provided to the Tech Hub. In addition, the Recipient acknowledges and agrees that EDA may modify this award, including the project budget or amount and proportion of the Federal share, to ensure compliance with the minimum matching share rate.

**33. FINALIZING MATCHING SHARE DOCUMENTATION:** Prior to incurring any costs under this Award and the initial disbursement of Award funds, the Recipient must submit commitment letters or equivalent documents that demonstrate, to the satisfaction of EDA, that all matching funds (regardless of kind, e.g., cash, loans, bonds, in-kind) from all sources required for the Award are unencumbered, unrestricted, and committed to the Award and that are signed by authorized representatives of the sources of the matching funds. Each matching share commitment letter must state whether the contribution is cash, loans, bonds, or in-kind; if in-kind, provide a valuation for in-kind contributions. To ensure compliance with the minimum matching share required under this Award, the Recipient acknowledges and agrees that EDA may modify this Award, including the project budget or amount and proportion of the Federal share, or, in EDA's discretion, to terminate the Award by mutual consent.

**34. FINALIZING AWARD DOCUMENTATION:** Prior to the initial disbursement of Award funds, the Recipient must confirm in writing its intended indirect rate and submit an updated budget, if necessary, for EDA approval. Applicant must also clarify its match letters. Upon approval by EDA, the revised budget shall be incorporated into this Award.

DEPARTMENT OF COMMERCE  
FINANCIAL ASSISTANCE  
STANDARD TERMS AND CONDITIONS



12 November 2020

MDC222

**DEPARTMENT OF COMMERCE**  
**FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS**

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## PREFACE

This document sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity<sup>1</sup> receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.<sup>2</sup>

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the *Federal Register*, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (*e.g.*, SF-424s) or through DOC forms (*e.g.* Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

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<sup>1</sup> Note that the OMB Uniform Guidance uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because some of the provisions of these DOC ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these DOC ST&Cs use the terms “non-Federal entity,” “recipient,” and “subrecipient” consistent with their meanings in the OMB Uniform Guidance. In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward. As defined at 2 C.F.R. § 200.1:

“Non-Federal entity” is “a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is “an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.”

“Subrecipient” is “an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

<sup>2</sup> See 2 C.F.R. § 200.1 for the definitions of “foreign public entity” and “foreign organization.”

DOC commenced implementation of the Research Terms and Conditions (RT&Cs) for Federal awards effective October 1, 2017; the RT&Cs address and implement the Uniform Guidance issued by OMB. For awards designated on the Form CD-450 (Financial Assistance Award) as Research, both the DOC ST&Cs and the RT&Cs as implemented by DOC apply to the award. The RT&Cs as well as the DOC implementation statement, agency specific requirements, prior approval matrix, subaward requirements, and national policy requirements are posted on the National Science Foundation's website – <https://www.nsf.gov/awards/managing/rtc.jsp>. The DOC ST&Cs and the RT&Cs are generally intended to harmonize with each other; however, where the DOC ST&Cs and the RT&Cs differ in a Research award, the RT&Cs prevail, unless otherwise indicated in a specific award condition.

## **A. PROGRAMMATIC REQUIREMENTS**

### **.01 Reporting Requirements**

a. Recipients must submit all reports as required by DOC, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

b. Performance (Technical) Reports. Recipients must submit performance (technical) reports to the Program Officer. Performance (technical) reports should be submitted in the same frequency as the Form SF-425 (Federal Financial Report), unless otherwise directed by the Grants Officer.

1. Performance (technical) reports must contain the information prescribed in 2 C.F.R. § 200.329 (Monitoring and reporting program performance), unless otherwise specified in the award conditions.

2. As appropriate and in accordance with the format provided by the Program Officer (or other OMB-approved information collections, including the Research Program Performance Report [RPPR] as adopted by DOC for use in research awards), recipients are required to relate financial data to the performance accomplishments of this Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient's performance will be measured in a way that will help DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.211 (Information contained in a Federal award), DOC will identify the timing and scope of expected performance by the recipient as related to the outcomes intended to be achieved by the Federal program.

3. Recipients (or pass-through entities as applicable) must submit a final performance report within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its final performance report to the pass-through entity within 90 calendar days unless an extension has been granted.

c. Financial Reports. In accordance with 2 C.F.R. § 200.328 (Financial reporting), the recipient must submit a Form SF-425 (Federal Financial Report) or any successor form on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports must be submitted to DOC as directed by the Grants Officer, in accordance with the award conditions and are due no later than 30 calendar days following the end of each reporting period. Recipients (or pass-through entities as applicable) must submit a final Form SF-425 within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its financial report to the pass-through entity within 90 calendar days unless an extension has been granted. A recipient may submit a final financial report in lieu of an interim financial report due at the end of the period of performance (e.g., in lieu of submitting a financial report for the last semi-annual or other reporting under an award, a recipient may submit a final (cumulative) financial report covering the entire award period).

d. Real Property, Tangible Personal Property and Intangible Property Reports and Requests for Dispositions. Unless otherwise required by the terms and conditions of a DOC financial assistance award, where real property, tangible personal property or intangible property is acquired or improved (in the case of real property or tangible personal property), or produced or acquired (in the case of intangible property), pursuant to a DOC award, non-Federal entities are required to submit the following real property, tangible personal property and intangible property reports (as appropriate):

1. Real Property Status Reports and Requests for Dispositions: Non-Federal entities must submit reports using Form SF-429 (Real Property Status Report) or any successor form, including appropriate attachments thereto, at least annually disclosing the status of real property that is Federally-owned property or real property in which the Federal Government retains a Federal Interest, unless the Federal Interest in the real property extends 15 years or longer. In cases where the Federal Interest attached is for a period of 15 years or more, the DOC or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or, the DOC or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years). In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-429, with appropriate attachments, relating to a non-Federal entity's request to acquire, improve or contribute real property under a DOC financial assistance award. Non-Federal entities wishing to dispose of real property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.311(c). *See also* the real property standards set forth in Section C. of these Standard Terms (Property Standards).
2. Tangible Personal Property Status Reports and Requests for Dispositions: DOC or a pass-through entity may also require a non-Federal entity to submit periodic reports using Form SF-428 (Tangible Personal Property Report) or any successor form, including appropriate attachments thereto, concerning tangible personal property that is Federally-owned or tangible personal property in which the Federal Government retains an interest. In

addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-428 in connection with a non-Federal entity's request to dispose of tangible personal property acquired under a DOC financial assistance award. Non-Federal entities wishing to dispose of tangible personal property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.313(e). *See also* the tangible property standards set forth in Section C. of these Standard Terms (Property Standards).

3. Intangible Property Status Reports and Requests for Dispositions: The specific requirements governing the development, reporting, and disposition of rights to intangible property, including inventions and patents resulting from DOC awards, are set forth in 37 C.F.R. Part 401, which is hereby incorporated by reference into this award. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at [www.iedison.gov](http://www.iedison.gov). Non-Federal entities may obtain a waiver of this electronic submission requirement by providing to the Grants Officer compelling reasons for allowing the submission of paper reports. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e). *See also* the intangible property standards set forth in Section C. of these Standard Terms (Property Standards).

e. Subawards and Executive Compensation Reports. For reporting requirements on subawards and Executive Compensation, see paragraph G.05.o of these Standard Terms (The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)).

f. Recipient Integrity and Performance Matters. For reporting requirements pertaining to integrity and performance matters, see paragraph G.05.p of these Standard Terms (Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)).

g. Research Performance Progress Reports. All research awards shall submit the Research Performance Progress Report (RPPR) in accordance with instructions set forth in the following link: [RPPR Instructions](#).

## **.02 Revisions of Program Plans**

In accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)), the recipient must obtain prior written approval from the DOC Grants Officer for certain proposed programmatic change requests, unless otherwise provided by the terms and conditions of a DOC award. Requests for prior approval for changes to program plans must be submitted to the Federal Program Officer (or electronically for awards administered through Grants Online). Requests requiring prior DOC approval are not effective unless and until approved in writing by the DOC Grants Officer.

### **.03 Other Federal Awards with Similar Programmatic Activities**

The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

### **.04 Prohibition against Assignment by a Non-Federal Entity**

A non-Federal entity must not transfer, pledge, mortgage, assign, encumber or hypothecate a DOC financial assistance award or subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

### **.05 Disclaimer Provisions**

a. The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

b. The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

### **.06 Unsatisfactory Performance or Non-Compliance with Award Provisions**

a. Failure to perform the work in accordance with the terms of the award and maintain satisfactory performance as determined by DOC may result in the imposition of additional award conditions pursuant to 2 C.F.R. § 200.208 (Specific conditions) or other appropriate enforcement action as specified in 2 C.F.R. § 200.339 (Remedies for noncompliance).

b. Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 (Remedies for noncompliance), including but not limited to: the imposition of additional award conditions in accordance with 2 C.F.R. § 200.208 (Specific conditions); temporarily withholding award payments pending the correction of the deficiency; changing the payment method to reimbursement only; the disallowance of award costs and the establishment of an accounts receivable; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings in accordance with 2 C.F.R. Parts 180 and 1326; and such other remedies as may be legally available.

c. 2 C.F.R. §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to an award that is terminated prior to the end of the period of performance

due to the non-federal entity's material failure to comply with the award terms and conditions. In addition, the failure to comply with the provisions of a DOC award may adversely impact the availability of funding under other active DOC or Federal awards and may also have a negative impact on a non-Federal entity's eligibility for future DOC or Federal awards.

## **B. FINANCIAL REQUIREMENTS**

### **.01 Financial Management**

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. *See also* 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). *See also* 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

### **.02 Award Payments**

a. Consistent with 2 C.F.R. § 200.305(a) (Federal payment), for States, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (Rules and Procedures for Efficient Federal-State Funds Transfers) and Treasury Financial Manual Volume I, 4A-2000 (Overall Disbursing Rules for All Federal Agencies).

b. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

1. The Grants Officer determines the appropriate method of payment and, unless otherwise stated in a specific award condition, the advance method of payment must be authorized. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. Unless otherwise provided by the terms and conditions of a DOC award, non-Federal entities must time advance payment requests so that Federal funds are on hand for a maximum of 30 calendar days before being disbursed by the



non-Federal entity for allowable award costs.

2. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity or if a non-Federal entity otherwise fails to continue to qualify for the advance method of payment, the Grants Officer or the pass-through entity may change the method of payment to reimbursement only.

c. Unless otherwise provided for in the award terms, payments from DOC to recipients under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers directly to the recipient's bank account, in accordance with the requirements of the Debt Collection Improvement Act of 1996. To receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP:

1. ASAP account number – the Federal award identification number found on the cover sheet of the award;
2. Agency Location Code (ALC); and
3. Region Code.

d. Recipients enrolled in the ASAP system do not need to submit a Form SF-270 (Request for Advance or Reimbursement) for payments relating to their award. Awards paid under the ASAP system will contain a specific award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

e. When the Form SF-270 or successor form is used to request payment, the recipient must submit the request no more than monthly, and advances must be approved for periods to cover only expenses reasonably anticipated over the next 30 calendar days. Prior to receiving payments via the Form SF-270, the recipient must complete and submit to the Grants Officer the Form SF-3881 (ACH Vendor Miscellaneous Payment Enrollment Form) or successor form along with the initial Form SF-270. Form SF-3881 enrollment must be completed before the first award payment can be made via a Form SF-270 request.

f. The Federal award identification number must be included on all payment-related correspondence, information, and forms.

g. Non-Federal entities receiving advance award payments must adhere to the depository requirements set forth in 2 C.F.R. §§ 200.305(b)(7) through (b)(11). Interest amounts up to \$500 per non-Federal entity's fiscal year may be retained by the non-Federal entity for administrative expenses.

### **.03 Federal and Non-Federal Sharing**

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares must be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs exceed the total approved budget, the Federal share must not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or third-party in-kind contributions, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or third-party in-kind contributions. In any case, the recipient must meet its cost share commitment as set forth in the terms and conditions of the award; failure to do so may result in the assignment of specific award conditions or other further action as specified in Standard Term A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). The non-Federal entity must create and maintain sufficient records justifying all non-Federal sharing requirements to facilitate questions and audits; see Section D of these Standard Terms (Audits), for audit requirements. *See* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

### **.04 Budget Changes and Transfer of Funds among Categories**

a. Recipients are required to report deviations from the approved award budget and request prior written approval from DOC in accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)). Requests for such budget changes must be submitted to the Grants Officer (or electronically for awards serviced through Grants Online) who will notify the recipient of the final determination in writing. Requests requiring prior DOC approval do not become effective unless and until approved in writing by the DOC Grants Officer.

b. In accordance with 2 C.F.R. § 200.308(f), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is equal to or less than the simplified acquisition threshold. For awards in which the Federal share of the project exceeds the simplified acquisition threshold, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceeds 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without Grants Officer approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose is not and will not be permitted. In addition, this provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (Revision

of budget and program plans) (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

## **.05 Program Income**

Unless otherwise indicated in the award terms, program income may be used for any required cost sharing or added to the project budget, consistent with 2 C.F.R. § 200.307 (Program income).

## **.06 Indirect or Facilities and Administrative Costs**

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. With respect to for-profit organizations, the term cognizant Federal agency generally is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. *See* 48 C.F.R. § 42.003. If the only Federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant Federal agency for indirect cost negotiations.

### **1. General Review Procedures Where DOC is the Cognizant Agency.**

i. Within 90 calendar days of the award start date, the recipient must submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow DOC to perform the indirect cost rate proposal review. Below are two sources available for guidance on how to put an indirect cost plan together:

- (A) Department of Labor: <https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm>  
or
- (B) Department of the Interior: <https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/>.

ii. The recipient may use the rate proposed in the indirect cost plan as a provisional rate until the DOC provides a response to the submitted plan.

iii. The recipient is required to annually submit indirect cost proposals no later than six months after the recipient's fiscal year end, except as otherwise provided by 2 C.F.R. § 200.414(g).

2. When DOC is not the oversight or cognizant Federal agency, the recipient must provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement within 30 calendar days of receipt of a negotiated rate agreement or submission of a negotiated rate proposal.

3. If the recipient is proposing indirect costs as part of a project budget, but is not required to have a negotiated rate agreement pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b (*i.e.*, a governmental department or agency that receives \$35 million or less in direct Federal funding), the recipient may be required to provide the Grants Officer with a copy of its Certificate of Indirect Costs as referenced in 2 C.F.R. Part 200, Appendix VII, Paragraph D.3. or such other documentation, acceptable in form and substance to the Grants Officer, sufficient to confirm that proposed indirect costs are calculated and supported by documentation in accordance with 2 C.F.R. Part 200, Appendix VII. In cases where the DOC is the recipient's cognizant Federal agency, the DOC reserves the right, pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b, to require the recipient to submit its indirect cost rate proposal for review by DOC.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R. 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at [http://www.osec.doc.gov/oam/grants\\_management/policy/documents/FAM%202015-02.pdf](http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf).

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

## **.07 Incurring Costs or Obligating Federal Funds Before and After the Period of Performance**

a. In accordance with 2 C.F.R. § 200.309 (Modifications to Period of Performance) and the terms and conditions of a DOC award, a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance, which is established in the award document. As defined at 2 C.F.R. § 200.1, the "period of performance" means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period." The period of performance may sometimes be referred to as the project period or award period. This Standard Term is subject to exceptions for allowable costs pertaining to: (i) pre-award costs (*see* 2 C.F.R. § 200.458); (ii) publication and printing costs (*see* 2 C.F.R. § 200.461); and administrative costs incurred relating to the close-out of an award (*see* 2 C.F.R. § 200.344).

b. Reasonable, necessary, allowable and allocable administrative award closeout costs are authorized for a period of up to 120 calendar days following the end of the period of performance. For this purpose, award closeout costs are those strictly associated with close-out activities and are typically limited to the preparation of final progress, financial, and required project audit reports, unless otherwise approved in writing by the Grants Officer. A non-Federal entity may request an extension of the 120-day closeout period, as provided in 2 C.F.R. § 200.344 (Closeout).

c. Unless authorized by a specific award condition, any extension of the period of performance may only be authorized by the Grants Officer in writing. This is not a delegable authority. Verbal or written assurances of funding from anyone other than the Grants Officer does not constitute authority to obligate funds for programmatic activities beyond the end of the period of performance.

d. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.

## **.08 Tax Refunds**

The non-Federal entity shall contact the Grants Officer immediately upon receipt of the refund of any taxes, including but not limited to Federal Insurance Contributions Act (FICA) taxes, Federal Unemployment Tax Act (FUTA) taxes, or Value Added Taxes (VAT) that were allowed as charges to a DOC award, regardless of whether such refunds are received by the non-Federal entity during or after the period of performance. The Grants Officer will provide written disposition instructions to the non-Federal entity, which may include the refunded taxes being credited to the award as either a cost reduction or a cash refund, or may allow the non-Federal entity to use such refunds for approved activities and costs under a DOC award. *See* 2 C.F.R. § 200.470 (Taxes (including Value Added Tax)).

## **.09 Internal Controls**

Each recipient must comply with standards for internal controls described at 2 C.F.R. § 200.303 (Internal controls). The “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States referenced in § 200.303 are available online at <http://www.gao.gov/assets/80/76455.pdf> and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) is available online at [Internal Control Guidance](#).

# **C. PROPERTY STANDARDS**

## **.01 Standards**

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

## **.02 Real and Personal Property**

a. In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and other personal property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

b. The Grants Officer may require a non-Federal entity to execute and to record (as applicable) a statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part with Federal funds is subject to the Federal Interest, and that certain use and disposition

requirements apply to the property. The statement of interest, financing statement (Form UCC 1), lien, mortgage or other public notice must be acceptable in form and substance to the DOC and must be placed on record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the Grants Officer may further require the non-Federal entity to provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located, certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney's statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be returned to the Grants Officer. Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient), authorizes the Grants Officer and/or program office to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The Grants Officer may elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the Grants Officer are made.

### **.03 Intellectual Property Rights**

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. Inventions. Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 *et seq.*, and modified by E.O. 12591 (52 FR 13414), as amended by E.O. 12618 (52 FR 48661). 35 U.S.C. § 201(h) defines "small business firm" as "a small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration." Section 1(b)(4) of E.O. 12591 extended the Bayh-Dole Act to non-Federal entities "regardless of size" to the extent permitted by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401, which implements 35 U.S.C. 202 through 204 and includes standard patent rights clauses in 37 C.F.R. § 401.14, which is hereby incorporated by reference into this award.

The Bayh-Dole regulations set forth in 37 C.F.R. parts 401 and 404 were amended by 83 FR 15954, with an effective date of May 14, 2018 (Amended Bayh-Dole Regulations). The Amended Bayh-Dole Regulations apply to all new financial assistance awards issued on or after May 14, 2018. The Amended Bayh-Dole Regulations do not apply to financial assistance awards issued prior to May 14, 2018, including amendments made to such awards, unless an award amendment includes a specific condition incorporating the Amended Bayh-Dole Regulations into the terms and conditions of the subject award.

1. Ownership. A non-Federal entity may have rights to inventions in accordance with 37 C.F.R. Part 401. These requirements are technical in nature and non-Federal entities are encouraged to consult with their Intellectual Property counsel to ensure the proper interpretation of and adherence to the ownership rules. Unresolved questions pertaining to a non-Federal entities' ownership rights may further be addressed to the Grants Officer.

2. Responsibilities - iEdison. The non-Federal entity must comply with all the requirements of the standard patent rights clause and 37 C.F.R. Part 401, including the standard patent rights clause in 37 C.F.R. § 401.14. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at [www.iedison.gov](http://www.iedison.gov). Non-Federal entities may obtain a waiver of this electronic submission requirement by providing the Grants Officer with compelling reasons for allowing the submission of paper reports.

c. Patent Notification Procedures. Pursuant to E.O. 12889 (58 FR 69681), the DOC is required to notify the owner of any valid patent covering technology whenever the DOC or a non-Federal entity, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the non-Federal entity uses or has used patented technology under this award without a license or permission from the owner, the non-Federal entity must notify the Grants Officer.

This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the award.

d. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

e. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must 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.



## D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, §§ 1 *et seq.*, an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, must have the right to access any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the non-Federal entity's personnel for interview and discussion related to such documents. *See* 2 C.F.R. § 200.337 (Access to records). When the DOC Office of Inspector General (OIG) requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

### .01 Organization-Wide, Program-Specific, and Project Audits

- a. A recipient must, within 90 days of the end of its fiscal year, notify the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, that the recipient expended during its fiscal year.
- b. Recipients that are subject to the provisions of Subpart F of 2 C.F.R. Part 200 and that expend \$750,000 or more in a year in Federal awards during their fiscal year must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (<https://harvester.census.gov/facides/>). In accordance with 2 C.F.R. § 200.425 (Audit services), the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.
- c. Unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., for-profit entities, foreign public entities and foreign organizations) and that expend \$750,000 or more in DOC funds during their fiscal year (including both as a recipient and a subrecipient) must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer. In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer. Entities that are not subject to Subpart F of 2 C.F.R. Part 200 and that expend less than \$750,000 in DOC funds in a given fiscal year are

not required to submit an audit(s) for that year, but must make their award-related records available to DOC or other designated officials for review and audit.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. Failure to provide audit reports within the timeframes specified above may result in appropriate enforcement action, up to and including termination of the award, and may jeopardize eligibility for receiving future DOC awards.

e. In accordance with 2 C.F.R. § 200.332(d)(3), pass-through entities are responsible for issuing a management decision for applicable audit findings pertaining only to the Federal award provided by the pass-through entity to a subrecipient.

## **.02 Audit Resolution Process**

a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. The recipient has 30 calendar days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.
2. The recipient has 30 calendar days from the date of the transmittal of the final audit report to submit written comments and documentary evidence.
3. The DOC will review the documentary evidence submitted by the recipient and will notify the recipient of the results in an *Audit Resolution Determination Letter*. The recipient has 30 calendar days from the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal, unless this deadline is extended in writing by the DOC. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence to the DOC to dispute the validity of the audit resolution determination.
4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of applicable interest, penalties and administrative fees on the debt in accordance with 15 C.F.R. Part 19. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively.
5. The DOC will review the recipient's appeal and notify the recipient of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.

## E. DEBTS

### .01 Payment of Debts Owed to the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to a non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;
2. Withholding advance payments otherwise due to the non-Federal entity; or
3. Taking any other action permitted by Federal statute.

The foregoing does not waive any claim on a debt that DOC may have against another entity, and all rights and remedies to pursue other parties are preserved.

b. DOC debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due) and 31 U.S.C. § 3717, failure to pay a debt owed to the Federal Government must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Commerce entities will transfer any Commerce debt that is delinquent for more than 120 calendar days to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. DOC may also take further action as specified in DOC ST&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the DOC may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

### .02 Late Payment Charges

a. Interest will be assessed on the delinquent debt in accordance with section 11 of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at [https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr\\_home.htm](https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm) and also published by the Department of the Treasury in the *Federal Register* (<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR>) and in the *Treasury Financial Manual Bulletin*. The assessed rate must remain fixed for the duration of the indebtedness.

b. Penalties will accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.

c. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Commerce entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

### **.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees**

Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by DOC, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

### **.04 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

## **F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS**

### **.01 Conflict of Interest and Code of Conduct**

a. DOC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112 (Conflict of interest), the non-Federal entity must disclose in writing any potential conflict of interest to the DOC or pass-through entity. In addition, a non-Federal entity will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is the DOC's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with DOC financial assistance awards.

b. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the interested party's personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party's objectivity in performing his or her responsibilities under the project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render

impartial assistance, services or advice to the recipient, a participant in the project or to the Federal Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the DOC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing board of a non-Federal entity, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

c. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318 (General procurement standards), non-Federal entities must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. *See* paragraph F.04 of these Standard Terms (Requirements for Procurements).

## **.02 Nonprocurement Debarment and Suspension**

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

## **.03 Requirements for Subawards**

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. *See* 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC *waived* prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

## **.04 Requirements for Procurements**

a. States. Pursuant to 2 C.F.R. § 200.317 (Procurements by states), when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State must comply with 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), 200.322 (Domestic preferences for procurements), and

200.323 (Procurement of recovered materials), and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 (Contract provisions).

b. Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

## **.05 Whistleblower Protections**

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

## **.06 Small Businesses, Minority Business Enterprises and Women's Business Enterprises**

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOC encourages non-Federal entities to use small

businesses, minority business enterprises and women’s business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA’s website at <http://www.mbda.gov>. If you do not have access to the Internet, you may contact MBDA via telephone or mail:

U.S. Department of Commerce  
Minority Business Development Agency  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230  
(202) 482-0101

## **G. NATIONAL POLICY REQUIREMENTS**

### **.01 United States Laws and Regulations**

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

### **.02 Non-Discrimination Requirements**

No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

#### **a. Statutory Provisions**

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the

basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
6. Any other applicable non-discrimination law(s).

#### **b. Other Provisions**

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),<sup>3</sup> which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).
2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.
3. In accordance with E.O. 13798 and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants, states or other public grantees may not condition sub-awards of Federal grant money in a manner that would disadvantage grant applicants based on their religious character.

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<sup>3</sup> As amended by E.O. 11375(32 FR 14303), E.O. 11478 (34 FR 12985), E.O. 12086 (43 FR 46501), E.O. 12107 (44 FR 1055), E.O. 13279 (F67 FR 77141), E.O. 13665 (79 FR 20749), and E.O. 13672 (79 FR 42971).



### **c. Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."

## **.03 LOBBYING RESTRICTIONS**

### **a. Statutory Provisions**

Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. *See* 2 C.F.R. § 200.450(b) and (c).

### **b. Disclosure of Lobbying Activities**

Any recipient that receives more than \$100,000 in Federal funding and conducts lobbying with non-federal funds relating to a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required SF-LLL forms, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

## **.04 Environmental Requirements**

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under

the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

**a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)**

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

**b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)**

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to

submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 *et seq.*, formerly 16 U.S.C. § 469a-1 *et seq.*); Executive Order 11593 (Protection and Enhancement of the Cultural Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation’s Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

**c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)**

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

**d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)**

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

**e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)**

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

**f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)**

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

**g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)**

Funded projects must be consistent with a coastal State’s approved management program for the coastal zone.

**h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)**

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

**i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)**

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

**j. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)**

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

**k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)**

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

**l. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note *et seq.*)**

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

**m. Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations”)**

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

**n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)**

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency

procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

**o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)**

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

**p. Rivers and Harbors Act (33 U.S.C. § 407)**

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

**q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)**

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

**r. Executive Order 13112 (Invasive Species, February 3, 1999)**

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

**s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)**

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S.

Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

## **.05 OTHER NATIONAL POLICY REQUIREMENTS**

### **a. Buy-American Preferences**

Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

### **b. Criminal and Prohibited Activities**

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons 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.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

### **c. Drug-Free Workplace**

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

### **d. Foreign Travel**

1. Each non-Federal entity must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or use of U.S. flag air carrier service will not accomplish the agency's mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA [website](#). Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's [website](#).

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award, the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates

of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.

Note: When using code-sharing flights (two or more airlines having flight numbers assigned to the same flight) involving U.S. flag carriers and non-U.S. flag carriers, the airline symbol and flight number of the U.S. flag carrier must be used on the ticket to qualify as a U.S. flag carrier (e.g. "*Delta Airlines Flight XXXX, operated by KLM*"). Conversely, if the ticket shows "[*Foreign Air Carrier*] XXX, operated by Delta," that travel is using a foreign air carrier and is subject to the Fly America Act and must receive prior approval from the Grants Officer as outlined in paragraph G.05.d.4.

#### **e. Increasing Seat Belt Use in the United States**

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

#### **f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies**

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

#### **g. Minority Serving Institutions Initiative**

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native



Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. DOC's goals include achieving full participation of MSIs to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and non-Federal entities to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

#### **h. Research Misconduct**

The DOC adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Non-Federal entities must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the results of any investigation. The DOC may take appropriate administrative or enforcement action at any time under the award, up to and including award termination and possible suspension or debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other appropriate investigative body.

#### **i. Research Involving Human Subjects**

1. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is permitted under this award unless expressly authorized by specific award condition, or otherwise in writing by the Grants Officer.
2. Federal policy defines a human subject as a living individual about whom an investigator (whether professional or student) conducting research (1) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (2) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

- i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) under a Federal wide Assurance issued by Department of Health and Human Services or other Federal agency guidelines (*see also* 15 C.F.R. § 27.103);
- ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.104(d);
- iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;
- iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and
- v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

#### **j. Care and Use of Live Vertebrate Animals**

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

## k. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.
2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.
3. Publications, Videos, and Acknowledgment of Sponsorship.
  - i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (*e.g.*, scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.
  - ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.
  - iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.
  - iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

*This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do*

*not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.*

## **I. Homeland Security Presidential Directive**

If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

*The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*

*The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee’s employment; (3) Upon subaward or contract completion or termination.*

## **m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations**

1. This clause applies to the extent that this financial assistance award encompasses activities that involve export-controlled items.

2. In performing this financial assistance award, a non-Federal entity may participate in activities involving items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities, including facilities located abroad, throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate restrictions on export-controlled items, to guard against any unauthorized exports, including in the form of releases or transfers to foreign nationals. Such releases or transfers may occur through visual inspection, including technology transmitted electronically, and oral or written communications.

3. Definitions

- i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.
- ii. Deemed Export/Re-export. The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is "deemed" to be an export to the foreign person's most recent country of citizenship or permanent residency (*see* 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or oral or written exchange of information. *See* 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person's most recent country of citizenship or permanent residency. *See* 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. *See* 15 C.F.R. § 734.15(b).

4. The non-Federal entity must secure all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that the export of such items, including in the form of release or transfer to foreign persons, is prevented, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.

5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items from unauthorized export.

6. To the extent the non-Federal entity wishes to release or transfer export-controlled items to foreign persons, the non-Federal entity will be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports. Failure to obtain any export licenses required under the EAR may subject the non-Federal entity to administrative or criminal enforcement. See 15 C.F.R. part 764.
7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.
8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports and re-exports of defense articles and services subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including the release of defense articles to foreign persons in the United States and abroad.
9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve research or other activities that implicate export-controlled items.

**n. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

***Trafficking in persons.***

***a. Provisions applicable to a recipient that is a private entity.***

*1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—*

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;*
- ii. Procure a commercial sex act during the period of time that the award is in effect; or*
- iii. Use forced labor in the performance of the award or subawards under the award.*

2. *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —*

*i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or*

*ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).*

***b. Provision applicable to a recipient other than a private entity.*** *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*

*1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or*

*2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—*

*i. Associated with performance under this award; or*

*ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326, (Nonprocurement Debarment and Suspension).*

***c. Provisions applicable to any recipient.***

*1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.*

*2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:*

*i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and*

*ii. Is in addition to all other remedies for noncompliance that are available to us under this award.*

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**d. Definitions. For purposes of this award term:**

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;

ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

**o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)**

1. **Reporting Subawards and Executive Compensation.** Under FFATA, recipients of financial assistance awards of \$30,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

***Reporting Subawards and Executive Compensation***

**a. Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward



to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. *You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.*

ii. *For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)*

3. *What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.*

**b. *Reporting Total Compensation of Recipient Executives for non-Federal entities.***

1. *Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—*

i. *the total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 C.F.R § 170.320;*

ii. *in the preceding fiscal year, you received—*

(A) *80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and*

(B) *\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and,*

iii. *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)*

2. *Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:*

i. *As part of your registration profile found at the System for Award Management (SAM) website located at <https://www.sam.gov>.*

ii. *By the end of the month following the month in which this award is made, and annually thereafter.*

**c. Reporting of Total Compensation of Subrecipient Executives.**

1. *Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—*

i. *in the subrecipient's preceding fiscal year, the subrecipient received—*

(A) *80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards) and,*

(B) *\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and*

ii. *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).*

*See also 2 C.F.R. § 200.300(b).*

2. *Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:*

i. *To the recipient.*

ii. *By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.*

**d. Exemptions.** *If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.*

*e. Definitions. For purposes of this award term:*

*1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).*

*2. Non-Federal entity means all of the following, as defined in 2 C.F.R. Part 25:*

*i. A Governmental organization, which is a State, local government, or Indian tribe;*

*ii. A foreign public entity;*

*iii. A domestic or foreign nonprofit organization; and,*

*iv. A domestic or foreign for-profit organization.*

*3. Executive means officers, managing partners, or any other employees in management positions.*

*4. Subaward:*

*i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.*

*ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R § 200.331).*

*iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.*

*5. Subrecipient means a non-Federal entity or Federal agency that:*

*i. Receives a subaward from you (the recipient) under this award; and*

*ii. Is accountable to you for the use of the Federal funds provided by the subaward.*

*6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):*

*i. Salary and bonus.*

*ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.*

- iii. *Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.*
- iv. *Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.*
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. *Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.*

2. **System for Award Management (SAM) and Universal Identifier Requirements** -- as described in 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

***System for Award Management (SAM) and Universal Identifier Requirements***

a. ***Requirement for System for Award Management.*** *Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.*

b. ***Requirement for Unique Entity Identifier.*** *If you are authorized to make subawards under this Federal award, you:*

- 1. *Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.*
- 2. *May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.*

c. ***Definitions for purposes of this term:***

- 1. *SAM means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.SAM.gov>).*

2. *Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.*
3. *Entity includes non-Federal entities as defined at 2 C.F.R. § 200.1 and also includes all of the following, for purposes of this part:*
  - i. *A foreign organization;*
  - ii. *A foreign public entity;*
  - iii. *A domestic for-profit organization; and*
  - iv. *A Federal agency.*
4. *Subaward has the meaning given in 2 C.F.R § 200.1.*
5. *Subrecipient has the meaning given in 2 C.F.R § 200.1.*

See also 2 C.F.R. § 200.300(b).

**p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)**

***Reporting of Matters Related to Recipient Integrity and Performance***

1. **General Reporting Requirement.** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. **Proceedings About Which You Must Report.** Submit the information required about each proceeding that:
  - i. Is relating to the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

- (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (C) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if:
  - I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
  - II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### **q. Never Contract with the Enemy (2 C.F.R Part 183; 2 C.F.R. § 200.215)**

Under 2 C.F.R. § 200.215 (Never contract with the enemy) Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 C.F.R. Part 183. These regulations affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1. **Applicability.** This term applies only to recipients of covered grants or cooperative agreements, as defined in 2 C.F.R. § 183.35 Definitions.

2. **Requirements.** As applicable, recipients must fulfill the requirements as described in the following terms from 2 C.F.R. Part 183, Appendix A, which is incorporated into this award:

##### ***a. Term 1. Prohibition on Providing Funds to the Enemy.***

1. *The recipient must—*

i. *Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR Part 180.300 prior to issuing a subaward or contract and;*

ii. *Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.*

2. *The recipient may include the substance of this clause, including this paragraph (1), in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

3. *The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (1) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities*

**b. Term 2. Additional Access to Recipient Records.**

1. *In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations*

2. *The substance of this clause, including this paragraph (2), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

**r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain, or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.



As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii). Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

#### **s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown**

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

2. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible government shutdown, the Program Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency approval, which in general are non-Federal entities that have been designated high risk, non-Federal entities under construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able to draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Non-Federal entities should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-Federal entities whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

3. The ASAP system should remain operational during a government shutdown. Non-Federal entities that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a government shutdown (see section B.02.b.1 of these terms).



# Fraud Awareness Training



EDA's grantees **must** successfully complete this training and **submit the signed completion certificate(s)** to the EDA Project Officer listed in the Specific Award Conditions within 60 days of grant award.

Failure to comply with this requirement may result in a finding of non-compliance with the terms and conditions of your award.



# OVERVIEW

- Overview of EDA's Programs
- The Department of Commerce (DOC)  
Office of Inspector General (OIG)
- Fraud in EDA Programs
- Additional Items
- Certificate

MDC276



# INTRODUCTION



**Role of EDA:** Facilitate the timely and effective delivery of Federal economic development assistance to support long-term community economic recovery planning and project implementation, redevelopment, and resiliency

MDC277

# INTRODUCTION

## EDA's Programs

- EDA's Programs enable EDA to make awards that support a wide range of activities.
- Eligible applicants and project types for each program is set forth in the respective Notices of Funding Opportunity.
- You must read and understand the requirements applicable to the program under which your award is funded, including the applicable Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions.

MDC278





MDC279

# The U.S. Department of Commerce (DOC) Office of Inspector General (OIG)

# DOC – OFFICE OF INSPECTOR GENERAL



- Created by IG Act of 1978 to:
  - Combat fraud, waste, and abuse within the DOC
  - Conduct audits and investigations of DOC operations
  - Keep the DOC and Congress informed
- Mission
  - To improve the programs and operations of the Department of Commerce through independent and objective oversight

**This includes oversight of EDA Assistance Programs**

MDC280



# DOC – OFFICE OF INSPECTOR GENERAL



- Office of Audit and Evaluation
- Office of Investigations
  - Criminal
  - Civil
  - Administrative
  - Employee misconduct
  - Public corruption

MDC281

# WHISTLEBLOWER PROTECTIONS

Federal employees, applicants, and employees of federal contractors **and grantees** who make certain disclosures—to OIG or elsewhere—are protected under the law from suffering retaliation because of those disclosures.

Basic elements of whistleblower protection law: (1) you make a protected disclosure; (2) you are subject to certain retaliatory acts; and (3) there is a causal connection between your protected disclosure and the retaliatory act.

OIG receives, reviews, and where appropriate, investigates allegations of whistleblower reprisal.

Whistleblower complaints may be submitted to the OIG via the hotline: <https://www.oig.doc.gov/Pages/Hotline.aspx#complainthotline>

Whistleblower complaints may also be submitted to the Office of Special Counsel via their website: <https://osc.gov/pages/file-complaint.aspx>

DOC-OIG Whistleblower Protection Coordinator contact information:

Email: [wpo@oig.doc.gov](mailto:wpo@oig.doc.gov) Phone: 202-482-1099

MDC282



# FRAUD IN EDA ASSISTANCE PROGRAMS



- **Fraud Defined**
- **Compliance Requirements**
  - **Eligibility**
  - **Duplicate Funding**
  - **Matching Funds**
  - **Mandatory Reporting of Fraud**
- **Consequences of Fraud**
- **Recommendations/Best Practices**

MDC283

# FRAUD IN EDA ASSISTANCE PROGRAMS



Although it can take many forms, fraud, at its core, is **deception** through the **misrepresentation** or **omission of material facts** for the purpose of **illegitimate gain**.

MDC284

# FRAUD IN EDA ASSISTANCE PROGRAMS



## **Examples of fraud within EDA Assistance Programs include, but are not limited to:**

- Accepting federal funding in multiple assistance awards for the same work
- Misrepresentations regarding the eligibility of the project or recipient
- Misrepresentations or omissions about the recipient's facilities, ownership/control, or the work to be performed by the recipient
- Providing falsified letters of support
- Misrepresentations concerning the use of funds expended, work performed, results achieved, or compliance with program requirements under the award
- Inflated labor costs

MDC285

# FRAUD IN EDA ASSISTANCE PROGRAMS (CONTINUED)

- Misuse or conversion of assistance award funds (e.g. using funds for personal expenses)
- Theft of government owned property (18 U.S.C. § 666)
- Embezzlement (18 U.S.C. § 666)
- Fabrication or falsification of data, in applying for, carrying out, or reporting results from an assistance award
- Intentional noncompliance with applicable federal cost principles governing grants / cooperative agreements
- Undisclosed self-dealing, such as a sub-award to an entity in which an awardee, executive, or key employee (or family members of the aforementioned individuals) has a financial interest
- “Buying Expenses”, or reporting expenses incurred by another entity for work unrelated to the assistance award

MDC286



# COMPLIANCE REQUIREMENTS



## RECIPIENTS MUST COMPLY WITH:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Department of Commerce Financial Assistance Standard Terms and Conditions
- EDA Standard Award Conditions for Construction Projects **or** EDA Revolving Loan Fund Standard Award Conditions (as applicable)
- Specific Award Conditions (unique to each award)

MDC287



## 2 CFR § 200.339 – REMEDIES FOR NONCOMPLIANCE

If a non-Federal entity fails to comply with the **U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award**, the Federal awarding agency or pass-through entity may impose additional conditions; or, in certain circumstances, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- Temporary withholding of cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity
- Disallowance of (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
- Whole or partial suspension or termination of the Federal award
- Initiation of suspension or debarment proceedings (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency)
- Withholding of further Federal awards for the project or program
- Other remedies that may be legally available



# COMPLIANCE REQUIREMENTS



## Eligibility

Within their EDA Assistance Award Proposal, applicants make numerous certifications or recertifications as to their eligibility to receive a federal award, among other certifications.

MDC289

**Falsely certifying to any material fact or representation contained in a certification is fraud.**

# CASE EXAMPLE

## Eligibility

### Allegations Included:

- Nonprofit organization made false and misleading statements to obtain federal grant funding
- Failure to disclose conflicts of interest that were required to be disclosed

### Outcome:

- Nonprofit agreed to pay \$528,575.82 to resolve allegations they violated the False Claims Act

MDC290

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U.S. Attorney's Office  
Eastern District of Kentucky

FOR IMMEDIATE RELEASE

Wednesday, September 19, 2018

### Nonprofit Organization and Its Management Company Agree to Pay Over \$500,000 to Resolve Allegations of Grant Fraud

LEWISTON, Ky. – The Federal Inspector of State Child Advocacy Centers, Inc. (NASCOC) and American Macromotion Enterprises, Inc. (AMRE) have agreed to pay the United States \$528,575.82 to resolve allegations that they violated the False Claims Act by making false and misleading statements in connection with obtaining grants from the Department of Justice's National Justice Information Sharing Initiative.

The civil settlement resolves allegations that NASCO failed to disclose conflicts of interest related to its funding of AMRE. The settlement also resolves allegations that AMRE failed to disclose to the United States funding that NASCO would not have otherwise been awarded.

"This settlement sends a clear message that recipients of federally funded grants must strictly adhere to the regulations applicable to those grants and fully and fairly disclose the information called for under these grants," stated Robert M. Duncan, Jr., United States Attorney for the Eastern District of Kentucky. "The settlement also demonstrates the Department of Justice's commitment to transparency and accountability in the United States, and we expect other grant recipients who do not follow the applicable regulations will do the same."

"This investigation demonstrates the DOJ/IG's commitment to ensure that tax payer dollars are used appropriately, and that only authorized grant recipients who follow regulations and provide full disclosure to the government receive DOJ grant funds," stated William J. Henrich, Special Agent in Charge of the U.S. Department of Justice Office of the Inspector General's (DOJ-IG) Chicago Field Office.

This case was a result of an investigation by the DOJ-IG Chicago Field Office and the United States Attorney for the Eastern District of Kentucky. The settlement is subject to court approval. The United States Attorney handled the matter for the United States. The claims settled by this agreement are allegations only, and there has been no determination of liability.

# COMPLIANCE REQUIREMENTS



## Duplication of Benefits is Prohibited

### **2 CFR § 200.1 – Improper Payment**

Improper payment means any payment that should not have been made or that was made in an incorrect amount under statutory, contractual, administrative, or other legally applicable requirements. This includes overpayments or underpayments to eligible recipients (including inappropriate denials of payment or service, any payment that does not account for credit for applicable discounts, payments that are for an incorrect amount, and **duplicate payments**). It also includes any payment that was made to an ineligible recipient or for an ineligible good or service, or payments for goods or services not received (except for such payments authorized by law).

### **Other Federal Awards with Similar Programmatic Activities**

“The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC Award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC Award. DOC will not pay for costs that are funded by other sources.” *EDA Standard Terms and Conditions for Construction Projects, March 22, 2021*

# CASE EXAMPLE

## Duplication of Benefits

### Allegations Included:

- Not-for-profit owner applied for funding for similar services
- Owner converted the duplicate funding for his personal and business use

MDC292

### Outcome:

- Owner pleaded guilty to mail fraud and money laundering
- Sentenced to 24 months in prison
- Ordered to pay \$480,901 in restitution

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Office of the United States Attorney

FOR IMMEDIATE RELEASE

Friday, September 23, 2016

#### Chicago Businessman Sentenced to Two Years in Prison for Grant Fraud Scheme

Springfield, Ill. — A Chicago businessman has been ordered to serve 24 months in prison for a fraud scheme that resulted in the awarding of nearly \$450,000 in grant money to a not-for-profit organization. Sentenced to 24 months in prison, the U.S. District Court Judge, Sam C. McCall, Jr., also ordered that Smith pay restitution of nearly \$500,000 to the state. Judge McCall allowed Smith to self-report as directed by the federal Bureau of Prisons to begin serving his prison term on October 10, 2016. Smith was also ordered to pay \$480,901 in restitution and paid guilty in March 2016, to two counts of mail fraud and one count of money laundering.

In a finding by Judge McCall, Judge McCall ruled that Smith established his personal relationship with a former director of the Illinois Department of Children and Family Services related to a grant in the amount of \$450,000 awarded by the agency on Sept. 2, 2009, under the Student at Risk Program. On Sept. 8, 2009, the Illinois Board of Education awarded Smith's not-for-profit a similar grant in the amount of \$450,000. Judge McCall ruled that Smith's grant was awarded to a not-for-profit organization that had the same at-risk population in the Chicago area during fiscal year 2009. The populations served, sources of referral, services to be provided, and the goals for each grant were essentially identical. Neither DCFS nor ISBE were aware of the issuance of an identical grant by the other state agency. Smith then converted the duplicate funding to his personal and business use.

Both grants were awarded to Diversified Behavioral Comprehensive Care, a not-for-profit entity owned and operated by Smith's wife, Judge McCall ruled that Smith's grant was awarded to a not-for-profit organization, Behavioral Services, Inc., Management Planning Institute, Inc., and the Institute for Positive Child and Family Development. From 2005 through 2011, Smith, through both his not-for-profit and for-profit entities, received millions of dollars in funding from agencies of the state of Illinois, including DCFS, ISBE, and the Illinois Department of Human Services.

# COMPLIANCE REQUIREMENTS

## Matching Funds

- The non-Federal share of the approved project budget (aka the “matching share” or “local share”) must be borne by the recipient or provided to the recipient by a third party as a contribution for the purposes of and subject to the terms of the award.
- The applicant must document that the matching share **will**:
  - Be committed to the project for the period of performance
  - Be available as needed
  - Not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of EDA investment assistance
- Applicants must submit, for each source of matching share, a commitment letter or equivalent document signed by an authorized representative of the organization providing the matching funds. *Additional documentation may be requested by EDA in order to substantiate the availability of the matching funds.*

MDC293



# CASE EXAMPLE

## Matching Funds

### Allegations Included:

- Small business owner made several false statements and misrepresentations to obtain federal grant funding
- Owner misrepresented that he obtained a \$100,000 investment from a third party in order to qualify for federal matching funds
- Owner converted grant funds to personal use

### Outcome:

- Owner convicted at trial for wire fraud, mail fraud, falsification of records, and theft of government property
- Sentenced to 36 months in prison
- Ordered to pay \$105,726 in restitution
- Owner debarred for 5 years

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FOR IMMEDIATE RELEASE  
Friday, August 29, 2014

**Morgan State University Professor Sentenced To 3 Years In Prison In Scheme To Defraud The National Science Foundation And For Obtaining Kickbacks From Student Stipends**

Fraudulently Obtained \$200,000 and Attempted to Obtain Another \$500,000 through a National Science Foundation Small Business Program

Baltimore, Maryland, U.S. District Judge Glenn L. Hollander sentenced Morgan State University Professor Jha to three years in prison followed by three years of supervised release for wire fraud, mail fraud, falsification of records, and theft of government property in connection with a scheme to fraudulently obtain research grants from the National Science Foundation (NSF) and kickbacks from student stipends. Judge Hollander also entered an order requiring Jha to pay \$105,726 in restitution.

The sentence was announced by United States Attorney for the District of Maryland Rod J. Rosenstein and Alison Lerner, Inspector General of the National Science Foundation.

According to his testimony, from January 2009 through July 2009, Jha fraudulently obtained \$200,000 in grant funds from the National Science Foundation's (NSF) Small Business Technology Transfer (STTR) program and in the same period converted the grant funds to his personal use. He also converted the mortgage and personal credit card and authorized approximately \$11,000 in salary payments to his wife, who performed no NSF-related work.

Jha, a full time professor at Morgan State University, incorporated Anar Transportation Research and Consulting, Inc. (ATRC), and was its president and only director. Trial evidence showed that Jha submitted funding proposals on behalf of ATRC to the STTR. The stated purpose of Jha's proposed

# COMPLIANCE REQUIREMENTS



## Mandatory Disclosure of Fraud

### 2 CFR § 200.113 - Mandatory disclosures

The non-Federal entity or applicant for a Federal award **must disclose**, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Failure to disclose could result in the remedies detailed in 2 CFR § 200.339 (slide 16 of this presentation).

MDC295

# CONSEQUENCES OF COMMITTING FRAUD



## Criminal Prosecution

Lying to obtain a grant, or lying about the work performed may **violate several criminal laws:**

- 18 U.S.C. § 1001, False Statements (up to 5 years in prison, forfeiture and \$250K fine)
- 18 U.S.C. § 641, Theft of Federal Property (up to 10 years in prison, forfeiture and \$250K fine)
- 18 U.S.C. § 1343, Wire Fraud (up to 20 years in prison, forfeiture and \$250K fine)
- 18 U.S.C. § 666, Theft or bribery concerning programs receiving Federal funds (up to 10 years in prison, forfeiture and \$250K fine)

*Fines for organizations may be as high as \$500K*

**Criminal forfeiture = full amount of the grant; personal assets can be seized to satisfy forfeiture or fine**



# CONSEQUENCES OF COMMITTING FRAUD (CONTINUED)



## Civil Prosecution

In addition to or in lieu of criminal prosecution

Civil False Claims Act, 31 U.S.C. §§ 3729-3733

- Liability includes up to treble damages (3x actual damages) and a civil penalty of up to \$23,607 for each false claim
- False claims liability may include payments received when the government relied upon false information in the award proposal, in a certification of current cost or pricing data, in a request for payment, or in progress reports
- Although the statute requires knowledge that the claim was false, knowledge includes “deliberate ignorance” or “reckless disregard of the truth”
- Whistleblowers can receive up to 30% of the recovery amount for reporting fraud via *qui tam* provisions of the False Claims Act

MDC297

# CONSEQUENCES OF COMMITTING FRAUD (CONTINUED)



## Administrative Remedies

- Government can terminate contracts/grants tainted by fraud
- Government can suspend/debar the entity, owner, and/or employees
  - Results in prohibition from receiving any federal grants or contracts, or working as a sub-grantee on federal grants or a sub-contractor on federal contracts
  - Debarment is typically for three years, but can be for a longer period
- Administrative remedies are in addition to or in lieu of criminal and civil liability

MDC298

# RECOMMENDATIONS



The government retains the right to examine the status of an EDA Assistance award at any time.

MDC299

Status checks include:

- Site visits
- Requests for records including financial documents and timesheets

**Good recordkeeping will help ensure successful status checks and eliminate potential issues.**

# RECOMMENDATIONS



## Good Records: Key to Protecting Yourself

### Documentation

- Timesheets for hours worked by ALL involved employees
- All financial receipts, invoices and statements for expenses related to the project

### Updates on the project status, including successes/failures

- Keep regular records at the business-level so you have all facts on hand if needed/requested by the government
- Documentation to support performance metrics

### Records Retention Time Frames and other Requirements

- See 2 CFR § 200.334

MDC300

# IMPORTANT TO REMEMBER!



## Record Retention and Access

### § 200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  - (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
  - (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
  - (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
  - (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
  - (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- (1) **If submitted for negotiation.** If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
  - (2) **If not submitted for negotiation.** If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

# IMPORTANT TO REMEMBER!



If you are unsure about any of the requirements relating to the award of an EDA Assistance grant/cooperative agreement:

- Contact the appropriate EDA POC and provide all relevant facts
- Request written guidance from the EDA POC, and
- **Follow it!**

MDC302

# ADDITIONAL RESOURCES



**13 CFR Chapter III – Economic Development Administration (Parts 300-315)**  
<https://www.ecfr.gov/current/title-13/chapter-III>

**2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**  
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II>

**Grant Fraud & Scams – Grants.gov**  
<https://www.grants.gov/learn-grants/grant-fraud.html>

**Department of Commerce – Grants and Cooperative Agreement Manual**  
<https://www.commerce.gov/oam/files/grants-and-cooperative-agreements-grants-manual-april-20-2021>

# REPORT FRAUD, WASTE, AND ABUSE



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**Office of Investigations**

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**Online Complaint Form:**

<https://www.oig.doc.gov/Pages/Hotline.aspx#complainthotline>



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[www.oig.doc.gov](http://www.oig.doc.gov)



# CERTIFICATE OF TRAINING COMPLETION



- All EDA grantees **must** successfully complete this training and **submit the signed completion certificate(s)** to the EDA Project Officer listed in the Specific Award Conditions or via the EDGE website within 60 days of grant award.

MDC305

Failure to comply with this requirement may result in a finding of non-compliance with the terms and conditions of your award.

# CERTIFICATE OF TRAINING COMPLETION



The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 et seq.; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.**

Name \_\_\_\_\_

Entity Name \_\_\_\_\_

Position Title \_\_\_\_\_

EDA Award Number \_\_\_\_\_

Certificate One

# CERTIFICATE OF TRAINING COMPLETION



The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 et seq.; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.**

Name \_\_\_\_\_

Entity Name \_\_\_\_\_

Position Title \_\_\_\_\_

EDA Award Number \_\_\_\_\_

Certificate Two

# CERTIFICATE OF TRAINING COMPLETION



The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 et seq.; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Position Title

**Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.**

\_\_\_\_\_  
EDA Award Number

\_\_\_\_\_  
Certificate Three