

Meeting Date
September 16, 2014



AGENDA	
Section	New Business
Item No.	IV.A.3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon Fiscal Impact: Acceptance of \$800,000 in State Legislature Appropriated Funds
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Board: 1) authorize the Chairman to execute a grant agreement scope substantially in the form of Attachment A, and any subsequent amendments, as necessary, between Brevard County and the State of Florida, with County Attorney and Risk Management approval, to accept State funds for this project; 2) waive legal venue in Brevard County, as the current agreement indicates legal venue in Leon County; 3) authorize the County Manager or designee to execute task orders, contracts, agreements and change orders, as required to implement the work approved under this State Contract, including commitments in excess of \$100,000; and 4) authorize any necessary budget change requests.

Summary Explanation & Background:

In Brevard County's portion of the Indian River Lagoon (IRL), record setting algal blooms have caused the loss of over 40,000 acres of seagrass, and the unusual mortality of manatees, dolphins, and pelicans. One major contributing factor to this catastrophic decline is the extensive organic muck deposits created by decades of runoff, erosion and nutrient loading. These accumulated muck sediments contain significant "legacy" nutrients, which regularly flux into the water column, and enter the IRL system. Muck sediments also negatively impact navigation, damage seagrass beds, and can create anoxic bottom conditions detrimental to Lagoon organisms.

Brevard County has embarked on an aggressive restoration strategy for the Lagoon to **Reduce** excess nutrient inputs, **Remove** the legacy load of muck, **Restore** the filtration system (oysters, clams and wetlands) and ensure that sound **Research** is the basis of the effort. As part of this restoration strategy, reduction of muck inputs is critical to overall success.

This Legislatively funded project focuses on reducing ongoing sources of muck and engaging the public in muck and water quality sampling to prioritize future muck reduction and removal efforts. Source reduction will target the harvesting of noxious aquatic weeds from stormwater treatment and conveyance systems that drain to the IRL. Harvesting excess and invasive plant material before it dies and rots will prevent a substantial source of muck. According to literature values, harvesting 30 acres per year would result in the removal of approximately 5,490 lbs of Total Nitrogen and 1,044 lbs of Total Phosphorus annually. This is in addition to the organic matter that results from the rotting plant material that is a source of muck. To help prioritize future efforts, maps of sediment toxicity and information on pollution exchange between lagoon sub-basins will allow pollution reduction and lagoon restoration efforts by all agencies, stakeholders and public interests to be targeted in a more productive and cost-effective manner. Further, engaging students and volunteers in this data collection effort and posting real-time water quality data on-line will improve public appreciation for the important role of individual stewardship in reducing and preventing pollution at the source and for financing critical Indian River Lagoon restoration.

Funds for this project were provided in the FY 14-15 General Appropriations Act under Line Item 1668A and are in addition to \$10M provided separately by the Legislature for County-wide muck dredging.

Fiscal Impact: FY 14-15 Addition of \$800,000 in State grant funds to the NRM budget
FY 15-16 Continuation of project funding

Name: Ernest Brown or Virginia Barker, NRM, 633-2016

Clerk to the Board Instructions: Originals will be provided for execution upon final County Attorney review

Exhibits Attached: **Attachment A:** Draft of State of Florida Grant Agreement and Scope of Work

Contract /Agreement (If attached): Reviewed by County Yes No PR

County Manager Stockton Whitten	Assistant County Manager Mel Scott	Department Director / Extension Ernest N. Brown/52439
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Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 17, 2014

M E M O R A N D U M

TO: Ernest Brown, Natural Resources Management Director

RE: Item V.A.3., Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon

The Board of County Commissioners, in regular session on September 16, 2014, authorized the Chairman to execute a grant agreement scope substantially in the form of Draft of State of Florida Grant Agreement, and any subsequent amendments, as necessary, between Brevard County and the State of Florida, with County Attorney and Risk Management approval, to accept State funds for this project; waived legal venue in Brevard County, as the current agreement indicates legal venue in Leon County; authorized the County Manager, or his designee, to execute task orders, contracts, agreements, and change orders, as required to implement the work approved under this State Contract, including commitments in excess of \$100,000; and authorized any necessary budget change requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

cc: Finance
Budget

STATE FINANCIAL ASSISTANCE AGREEMENT

DEP AGREEMENT NO. TBD

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015
GENERAL APPROPRIATIONS ACT
SOURCE REDUCTION AND LEGACY LOAD REMEDIATION OF MUCK IN THE
INDIAN RIVER LAGOON, BREVARD COUNTY**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3554, Tallahassee, Florida, 32399-2400 (hereinafter referred to as the "Department") and BREVARD COUNTY, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon, Brevard County project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.

2. This Agreement shall be effective on July 1, 2014, and shall end no later than March 30, 2017, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$800,000 toward the total estimated project cost of \$800,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.

B. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than April 30, 2017, to assure the availability of funds for payment. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form submitted by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the

materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,

(2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,

(3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

(1) Salaries/Wages - The Grantee shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) for Grantee's employees.

(2) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the

tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(4) Travel –The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

(5) Equipment –The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.

(6) Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.

(7) Other Expenses – e.g., Materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment.

D. In addition to the invoicing requirements contained in paragraph 3.B. and 3.C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

E. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

- A. In accordance with Section **216.181(16)(b), Florida Statutes** the Department, upon written request from the Grantee and written approval from the Chief Financial Officer, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
- B. Unused funds, and interest accrued on any unused portion of advanced funds which has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
- C. The parties hereto acknowledge that the Chief Financial Officer may identify additional requirements which must be met in order for advance payment to be authorized. If additional requirements are imposed by the Chief Financial Officer, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the Chief Financial Officer for release of the funds.
- D. In accordance with Section 216.181(16)(b), Florida Statutes, the Department may, upon written request from the Grantee utilizing the **Advance Payment Justification Form** (attached hereto and made a part hereof as **Attachment F**) and written approval from the State's Chief Financial Officer, provide an advance payment to the Grantee. If advance payment is authorized, the Grantee shall report and document as required on the Advance Payment – Interest Earned Memorandum (attached hereto and made a part hereof as **Attachment E**) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department.

6. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of representatives of the Grantee or subcontractor to the extent allowed by law.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and

shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days after approval by the Department.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 17 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.C.(3)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

13. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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

15. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

17. The Department's Grant Manager for this Agreement is identified below.

TBD

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

18. The Grantee's Grant Manager for this Agreement is identified below.

Virginia Barker, Watershed Program Manager
Brevard County
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Phone: (321) 633-2016
Fax: (321)0633-2029
Email: Virginia.Barker@brevardcounty.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

19. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to

provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

20. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

A. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

B. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

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

22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

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

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

B. An entity or affiliate, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any

public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

25. A. The accounting systems for all Grantees must ensure that funds awarded by this grant are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these grant funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

26. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

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

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V A 3

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

BREVARD COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mary Bolin Lewis, Chairman
Brevard County Commission

By: _____
Department of Environmental Protection
TBD
Program Administrator

Date: _____

Date: _____

FEID No.: _____

TBD
Grant Administrator

Approved as to form and legality:

DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the County Commission Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (9 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Advance Payment Justification Form (3 Pages)
Attachment	F	Advance Payment – Interest Earned Memorandum (1 Page)
Attachment	G	Special Audit Requirements (5 Pages)

ATTACHMENT A PROJECT WORK PLAN

Project Title: Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon, Brevard County

Project Location: Upper St. Johns Watershed (HUC 03080101), Cape Canaveral Watershed (HUC 03080202), and Vero Beach Watershed (HUC 03080203); Brevard County, FL

Project Background: The Indian River Lagoon (IRL) is a diverse, shallow-water estuary stretching 156 miles along 40 percent of Florida's east coast. Approximately 71% of the lagoon's open waters lie within Brevard County. The lagoon is an important economic resource to the state, providing a total estimated annual economic value of \$3.7 billion, supporting 15,000 full and part-time jobs and providing recreational opportunities for 11 million people annually. In spring 2011, an algal "superbloom" occurred throughout most of the Brevard County portion of the lagoon. Approximately 47,000 acres of seagrasses were lost, a reduction of about 60 percent, valued at \$235 to \$470 million in annual commercial and recreational fisheries losses. This proposed project aims to utilize FDEP funds to help restore this national estuary as a major economic resource for the local community and the state of Florida.

Specifically, we seek to remove noxious aquatic weeds from contributing water bodies, with their stored nutrients still intact, prior to their confluence with the receiving waters of the IRL. To address the legacy loads already present in critical areas of the IRL, Brevard County proposes to evaluate the presence and toxicity of existing fine-grained organically rich sediment, known as "muck." Some sediment within the lagoon is laden with toxins from decades of polluting activities. Sediment toxicity mapping in the Indian River Lagoon, south of Brevard County, has been useful in differentiating areas where seagrass is most likely to recover naturally, or should respond well to seagrass restoration efforts, versus areas with high sediment toxicity where dredging and source control are a necessary step in restoring ecosystem health. Likewise, this mapping will provide significant IRL seagrass management benefits in Brevard County. To further improve our water quality knowledge, Kilroy Monitoring Stations will measure flow speed, flow direction, water temperature, wave conditions, water depth and other important parameters on a nearly continuous basis. Stationing Kilroys at key locations that connect sub-basins of the lagoon will allow us to understand how much of the pollution problem in each sub-basin is due to local inputs versus transfers from other basins.

This project will yield significant benefits in areas of environmental restoration and protection to address the catastrophic seagrass losses in the IRL. Seagrasses serve an important biological role in providing food, shelter and nursery areas for marine life in the lagoon. Chemically, they function to filter excess nutrients and other pollutants while producing oxygen in the water column; and physically they stabilize the sediment, ultimately preventing its rapid transport, turbidity and the associated degradation of the entire ecosystem. However, an excessive accumulation of muck can inundate the beneficial sandy sediment that is needed to sustain seagrass growth, preventing seagrass success and mechanisms for recovery, and eliminating its ability to provide critical ecosystem support services. Unfortunately, this detrimental muck

accumulation is currently devastating the health and natural resilience of the Indian River Lagoon; thus this proposal strategically targets removing muck-building plants at their sources in the contributing watershed as well as characterizing and prioritizing legacy loads of muck already accumulated in critical areas of the IRL.

Brevard County maintains over 1000 miles of canals and 102 stormwater treatment ponds with a combined surface area of 243 acres. All of these waters either drain to the IRL or St. Johns River, both of which have documented nutrient and mercury impairments. Many of these ponds and canals exhibit excessive growth of noxious aquatic vegetation and would, therefore, be ideal candidates for the proposed mechanical harvesting program. In support of the County's effort to reduce chemical use, herbicide application, organic and nutrient loads to the receiving waters, the Florida Fish and Wildlife Conservation Commission (FWC) has recently permitted the mechanical harvesting of aquatic vegetation Countywide. Therefore, project permitting is already in place.

Maps of sediment toxicity and information on pollution exchange between lagoon sub-basins will allow pollution reduction and lagoon restoration efforts by all agencies, stakeholders and public interests to be targeted in a more productive and cost-effective manner. Engaging students and volunteers in this data collection effort and posting real-time Kilroy data on-line will improve public appreciation for the important role of individual stewardship in reducing and preventing pollution at the source and for financing critical Indian River Lagoon restoration.

In essence, this project provides a unique partnership opportunity for FDEP and Brevard County to focus upon reduction of muck sources and prioritizing the removal of legacy muck from the IRL and its watershed. Source reduction will focus on harvesting harmful organic material bound up in noxious aquatic weeds from stormwater treatment and conveyance systems that drain to the IRL. Sediment toxicity testing and mapping, and sub-basin nutrient and muck exchange assessments will be used to prioritize muck remediation in the IRL. This project is part of an annual multi-million dollar effort to reduce pollution, remove muck and restore the natural filtration systems of the lagoon. Specifically Brevard County dedicates approximately \$3.4 Million for Stormwater efforts and this grant provides an additional \$800,000.00 towards muck removal and reduction.

Based upon conservative literature values, it is estimated that each acre of county pond could produce 3 tons of dry plant material. If the material is primarily water hyacinth, then for each acre harvested:

$$\text{N Removed} = 3 \text{ tons (2722 kg)} \times 30.5 \text{ g/kg} = 83,007 \text{ g} = 83 \text{ kg (183 lbs)}$$

$$\text{P Removed} = 3 \text{ tons (2722 kg)} \times 5.8 \text{ g/kg} = 15,785 \text{ g} = 15.8 \text{ kg (34.8 lbs)}$$

Therefore, it is anticipated that harvesting 30 acres per year would result in the removal of 5,490 lbs of N and 1,044 lbs of P per year. In the proposed project, laboratory analyses of the nutrient content of harvested material and the weight of actual biomass removed will be used to calculate actual nutrient reductions, removal efficiencies and cost competitiveness.

To test the literature values, a recent pilot project harvested aquatic plants from a 7.7-acre pond that drains into the Central Indian River Lagoon. This pilot project removed approximately 982,300 pounds of water hyacinth and associated vegetation for a total cost of \$39,274.11. According to laboratory analyses of vegetation samples collected during harvesting, total dry weights of 890 lbs TN and 273 lbs TP were collectively removed from the plants, resulting in the average removal rates of \$44.13/lbs TN and \$143.82/lb TP.

For additional comparison, the annualized costs of common stormwater treatment BMPs typically range from \$50-\$100/pound of TN removed. In addition to the cost competitive nutrient removal benefits of vegetative harvesting, cost savings are anticipated due to the reduced demand for annual chemical herbicide applications.

Overall, the following project objectives are expected to yield a host of associated benefits:

- Objective 1: Develop and initiate a program for mechanical harvesting
- Objective 2: Map sediment toxicity in the two most muck laden segments of the Indian River Lagoon in Brevard County
- Objective 3: Measure the transfer of pollution between sub-basins of the Indian River Lagoon in Brevard County
- Objective 4: Engage Brevard County students and volunteers in scientific analyses of the sources and sinks of major pollutants that hamper seagrass recovery

Project Description:

1.Task: Source Reduction – Aquatic Plant Harvesting – The County’s ponds will be surveyed and prioritized for harvesting. Natural Resources Management staff will use GIS and field verification to prioritize harvest areas according to their harvesting potential. This analysis will consider percent of vegetative cover, plant species density, species dominance, nutrient removal potential, connectivity to the IRL, accessibility for harvesting efforts and other site suitability criteria.

While surveys are being conducted, the County will make the necessary equipment purchases. Included in these purchases will be one primary harvester and the appropriate trailer for transport as well as associated skimmers, rakes and accessories for a variety of Countywide harvesting applications.

During each harvesting event, vegetation samples will be collected for laboratory analysis of total nitrogen (TN), total phosphorus (TP) and mercury reductions. Nutrient content will be evaluated for individual plant species along with total biomass removed from each pond or canal. The TN and TP removed will be calculated in order to determine a cost per pound removal rate for comparison to existing and common stormwater BMPs.

Costs include the harvester operator, dump truck drivers and a track hoe operator for loading and hauling, tipping fees for disposal as well as the capital purchase of a mechanical harvester, pond skimmer, rakes and accessories. Also included is environmental staff time required to survey ponds and collect plant samples, laboratory fees for analyzing the TN, TP and mercury content of removed plants, and staff time for quarterly report preparation, data analyses, as well as draft and final reports.

1a. Deliverable: Receipts, photos and serial numbers which ~~Documentation of~~ equipment purchases; pre-harvesting pond survey analysis; draft and final reports summarizing the volume and nutrient content of vegetation removed, and appendices including photographs taken before and after harvesting operations, tipping receipts and raw lab data ~~and the vegetation monitoring data collected during harvesting.~~

Timeline for completion: Aug 2014 – Oct 2016

Budget Information: (provide the following information for the budget for each task):

Salaries: N/A

Fringe Benefits: N/A

Travel: N/A

Contractual: \$332,700 for equipment operators and drivers as well as professional consulting and laboratory testing services.

Equipment: \$118,000 for harvester and associated equipment purchases.

Supplies/Other Expenses: N/A

Land: N/A

Indirect: N/A

Performance Standard: The Department Grant Manager will review the deliverables to verify that the Final Reports contain appropriate information to document aquatic harvesting program success.

2.Task: Muck Legacy Load Toxicity and Transport Assessment – Seventy (70) sites per square mile of water surface will be identified for sampling approximately 4 square miles of the lagoon, for specifically within seagrass segment 6 of the Banana River (BR6) and seagrass segment 9-11 of the Indian River (IR9-11). These critical lagoon segments, designated by the St Johns River Water Management District, have lost significant seagrass coverage, were determined by the Florida Department of Environmental Protection to require some of the most aggressive nutrient load reductions, and were identified by the Army Corps of Engineers and/or Florida Institute of Technology to contain large deposits of muck. Sample collection will be coordinated using Brevard County or Marine Resource Council (MRC) volunteers and students. Five (5) sediment samples will be collected from each site. Sediment will be obtained from the top 5 cm of each sample. Site samples will be composited and tested for total toxicity (general), nitrogen (TKN), phosphorus and sulfates using laboratory analysis and Microtox.

Microtox is a linear analysis tool developed by the Ocean Research and Conservation Association (ORCA) of Ft. Pierce, Florida utilizing bioluminescence bacteria to measure general toxicity of collected sediment samples based on an EC50 scale. Toxic substances inhibit the respiratory system of the bioluminescence bacteria thereby reducing the light output of the bioluminescent bacteria. The light output from the bioluminescent bacteria is directly related to

their respiratory system therefore the higher the toxicity the lower the light output.

While in the field, sediments from each sample site will also be tested for pH and alkalinity while the water column above will be measured for pH, dissolved oxygen and temperature using instrumentation and measured for alkalinity using a field test kit. Participating students and community volunteers will be trained by MRC and ORCA as citizen scientists, following proper procedures for all sampling and measurements.

For each of the contaminants measured in BR6 and IR9-11, data will be used to produce a color gradient map, indicating levels of each contaminant by a color scale ranging from blue (lowest) to red (highest). Maps will be produced in an easily viewed and shared .jpeg electronic format. These maps will be distributed to inform decision makers in all agencies involved in prioritizing and funding lagoon restoration actions.

Kilroy monitoring stations (developed by ORCA) will be installed at two locations in the Indian River Lagoon to examine the exchange of pollutant loading between major sub-basins: Mosquito Lagoon, North Indian River Lagoon, Banana River and Central Indian River Lagoon. Tentative locations for the Kilroys include the following locations: 1) Haulover Canal connecting Mosquito Lagoon to the North IRL, and 2) Dragon Point connecting the Banana River to the North IRL. SJRWMD will independently install another Kilroy at the 192 Causeway connecting the North IRL to the Central IRL (i.e., formerly the third tentative location for this project). In addition to the standard Kilroy measurements of flow speed, direction, depth and water temperature, ~~it is proposed that~~ a nitrate sensor, phosphate sensor and YSI EXO2 sonde will be added to each Kilroy to monitor pH, dissolved oxygen (DO), turbidity, total algae (chlorophyll and blue-green algae), dissolved organic matter, conductivity, nitrates and phosphates. Final station locations and setup will be coordinated with SJRWMD in order to ensure data compatibility and maximize our collective ability to answer key questions with available equipment and other resources.

Data reported from each Kilroy will be maintained on the ~~ORCAcean Research and Conservation Association~~ website www.teamorca.org, available 24/7 through internet access. In this way, data will be always available for any user and will remain available to inform both current and future studies of the lagoon.

Adjacent to each Kilroy, an array of flow meters will be installed temporarily in order to estimate total transport between sub-basins of the lagoon using actual flow and concentrations measured at each Kilroy station. Gross transport and the net exchange of loading between sub-basins will be estimated. The timing and quantity of this loading exchange will be used to inform jurisdictions that are responsible for meeting state mandated Total Maximum Daily Loads for nutrients and federally mandated Numeric Nutrient Criteria for chlorophyll. Jurisdictions will be able to use this information to prioritize the siting of future stormwater treatment projects for maximum benefit of the lagoon.

This task includes costs for ORCA to deploy the Kilroys and Flow Sensor Arrays, maintain and clean the equipment, post Kilroy results on-line, analyze Flow Sensor Array data to convert Kilroy flow to sub-basin transport, select the sites for toxicity sampling, train the volunteers and students, provide expendable supplies for all toxicity sampling and analysis, analyze toxicity results, produce maps of the toxicity data, and prepare the draft and final reports. It includes the cost for the Marine Resources Council (MRC) to coordinate with interested schools and volunteers, assist ORCA with training volunteers, and arrange boats to transport samplers to the toxicity sampling sites. Equipment costs include two (2) phosphate and nitrate sensors and two (2) YSI EXO2 sondes.

2a.Deliverable: ~~Selection-Maps with GPS locations~~ of final toxicity sampling sites; sampling results displayed as color gradient maps indicating levels of total toxicity, nitrogen (TKN), phosphorus and sulfates in BR6 and IR 9-11 seagrass segments, copies of student/volunteer registrations and daily sign-in sheets, presentations, and training materials; screen captures of data collected by deployed Kilroys and associated sensors, analyzed by ORCA and posted in near-real-time on ORCA's website; draft and final sediment and water quality reports.

Timeline for completion: Aug 2014 – Oct 2016

Budget Information: (provide the following information for the budget for each task):

Salaries: N/A

Fringe Benefits: N/A

Travel: N/A

Contractual: ~~\$1750,000 for professional-MRC coordination; \$120,000 for ORCA training of citizen scientists, professional and~~ laboratory testing and analytical services; \$91,000 for Kilroy rental and deployment, flow meter array rental and deployment, and associated equipment maintenance services.

Equipment: \$88,300 for phosphate and nitrate sensors, and the YSI EXO2 sondes.

Supplies/Other Expenses: N/A

Land: N/A

Indirect: N/A

Performance Standard: The Department Grant Manager will review the deliverables to verify that the selected sites are in accordance with approved selection criteria, and that the Final Reports contain appropriate information to document Muck Legacy Load Toxicity and Transport.

Total Budget by Task and Deliverables:

Task 1	DEP Funding	Local Funds and Source	
		Local Funds	Source of Funds
Total:	\$450,700		
Deliverable	Due Date/Frequency/Period of Performance	Performance Measurement	Deliverable Cost

<u>Invoices for Receipts, photos and serial numbers which document harvesting equipment purchases</u>	Oct 2014/one-time/Aug-Sept 2014	Appropriate <u>harvesting equipment purchased to support scope</u>	\$118,000
Draft pond survey assessment (pond selection/map)	Oct 2014/one-time/Sept-Oct 2014	Appropriate information <u>collected to select sites for ensure harvesting program success</u>	N/A
Final pond survey assessment (pond selection/map)	Nov 2014/one-time/Oct-Nov 2014	<u>Appropriate information analyzed for site selection</u>	N/A
<u>Landfill tipping receipts and raw chemistry lab data from harvesting events</u> <u>Harvesting program success</u>	June 2016/one-time/Nov 2014-June 2016 (monitoring period)	<u>Appropriate Hours of equipment harvester operation, weight of vegetation harvested, nutrient content of lab tested sampling and consulting in place to ensure harvesting program success</u>	\$332,700
Draft vegetation monitoring report (quantities/pounds removed)	Aug 2016/one-time/June-Aug 2016	<u>Estimation of nutrients removed based on weight removed and nutrient content of samples</u> Appropriate information to document harvesting program success	N/A
Final vegetation monitoring report (quantities/pounds removed)	Oct 2016/one-time/Sept-Oct 2016	<u>Calculation of nutrient removal efficiency based on program cost, weight removed and nutrient content of samples</u> Appropriate information to document harvesting program success	N/A
Task 2	DEP Funding	Local Funds and Source	
		Local Funds	Source of Funds
Total:	\$349,300		

Deliverable	Due Date/Frequency/Period of Performance	Performance Measurement	Deliverable Cost
<u>Map with GPS coordinates of selected sites for sediment toxicity monitoring</u> (map)	Oct 2014/one-time/Aug-Sept 2014	Accordance with approved selection criteria Approximately 70 sites per acre identified within 4 acres of BR6 and IR 9-11	N/A
<u>Map with GPS coordinates of selected sites for Kilroys and flow sensor arrays</u> (map)	Nov 2014/one-time/Sept-Oct 2014	Approximately 280 toxicity monitoring sites, two Kilroy sites and two flow array transects. Accordance with approved selection criteria	N/A
<u>Copies of student/volunteer registrations and sign-in sheets, presentations, and training materials</u> <u>List of participating schools/volunteers</u>	Nov 2014/one-time/Sept-Oct 2014	Sufficient quantity of students and volunteers participation to sample and analyze approximately 280 designated sites, <u>coordinated through the Marine Resources Council (MRC)</u>	N/A \$50,000
<u>Receipts, photos and serial numbers</u> Invoices for monitoring equipment	Dec 2014/one-time/Nov-Dec 2014	Appropriate equipment to support scope <u>purchased</u>	\$88,300
<u>Photo documentation of deployed Kilroys and flow sensor arrays at designated locations</u>	Nov 2014/one-time/Jan 2015-June 2016 (monitoring period)	<u>Approved site locations</u> (Near real time data processed and posted at www.teamorca.org/ for designated locations for 18 months)	\$91,000

Draft sediment and water quality report	Aug 2016/one-time/June-Aug 2016	<u>Draft color gradient maps produced that indicate levels of total toxicity, nitrogen (TKN), phosphorus and sulfates in seagrass segments BR6 and IR9-11 and pollutant exchange estimated between sub-lagoons</u> Appropriate information to document muck toxicity and transport	N/A
Final sediment and water quality report	Oct 2016/one-time/Sept-Oct 2016	<u>Final color gradient maps produced that indicate levels of total toxicity, (TKN), phosphorus and sulfates in BR6 and IR9-11 and pollutant exchange estimated between sub-lagoons</u> Appropriate information to document muck toxicity and transport	\$170,000 \$120,000

The FY2014-15 GAA did not require a match for these projects.

**Grant Manager's Certification
Of Disbursement Request**

I, _____,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm.

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	TBD		
Grantee Name:	Brevard County		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 15DA1 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E ADVANCE PAYMENT JUSTIFICATION FORM

Use of this form is not required unless the advance requested requires the prior approval of the State Chief Financial Officer. For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior Chief Financial Officer's approval.

Name/Address of the Vendor/Recipient:			
Contact Person/Phone No.:			
Agreement No./Purchase Order No. (if known):	LP(*2)		
Commodities/Services/Project Description:			
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)			
Value of Purchase or Grant:			
Advance Payment Amount Requested:			
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup	<input type="checkbox"/> Full Contract Period	
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other (specify):	
Indicate Statutory Authority:	<input checked="" type="checkbox"/> 215.422, F.S.	<input type="checkbox"/> 216.181, F.S.	
GAA Year and Line Item Info:	SFY:	Line Item:	
1. Reason advance payment is required:			
2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.			
<p>A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the Department of Financial Services, Division of Treasury at 850/413-3165 regarding the current Treasury earnings rate.</p>			
<p>B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:</p>			

C. Identify the procurement method used to select the vendor.

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting Receipts
Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
Total:				

Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: _____ Date: _____
 Type Name of Signatory: _____
 Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation: **Approve Request** **Deny Request**

By: _____ Date: _____
 Type Name of Signatory: _____
 Title: _____ Bureau: _____ Division: _____

The DEP Program Area should forward this information to the Contracts Disbursements Section at MS78. The Contracts Disbursements Section will forward requests for advance payment to the State Comptroller for review and legislature consultation, as appropriate.

Bureau of Finance & Accounting Use Only

ATTACHMENT F
ADVANCE PAYMENT - INTEREST EARNED MEMORANDUM
WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO:

FROM: Darinda McLaughlin, Bureau Chief
 Bureau of Finance and Accounting, MS 78

DATE:

SUBJECT: Advance Payment - **Contract No.**
 Interest Due to DEP:

Pursuant to Section 216.181(16), Florida Statutes, advance payments may be required to be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, advance approval of the Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records **no later than** _____.

- | | | |
|--|--|----------|
| Initial advance funding disbursed _____ | | \$ _____ |
| 1. Advanced funds principle expended or returned by contractor covering period of _____ to _____ | | \$ _____ |
| 2. Balance advance funding principle available | | \$ _____ |
| 3. Interest earned on advanced funds covering period of _____ to _____ | | \$ _____ |
| 4. Amount of interest paid to DEP as of _____ | | \$ _____ |
| 5. Interest balance due to DEP as of _____ | | \$ _____ |

 (Project Manager's Signature) (Date)

Special Instructions: If the grant/contract specifies that any accrued interest, which is based upon a grant/contract advance payment(s), will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

In all cases the line 1 and 2 reported amounts are on a cash basis for the advance payment principle. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.

ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSEA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue, Line Item 1668A	2014-2015	37,039	Statewide Surface Water Restoration and Wastewater Projects	800,000	140047
Total Award					\$	800,000

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.