

Meeting Date
Oct. 10, 2017



AGENDA	
Section	Consent
Item No.	<i>II, A, 1</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Florida Department of Environmental Protection (DEP) Grant - Groundwater Pollution; Engaging the Community in Solutions Fiscal Impact: \$1,000,000 Expense and Revenue
DEPT/OFFICE:	Natural Resources Management Department

Requested Action:
 It is requested that the Board of County Commissioners: (1) Authorize the Chairman to execute DEP Contract No. LP05112 for a project titled Groundwater Pollution: Engaging the Community in Solutions; (2) Authorize the Chairman to execute a Contract with the Marine Resource Council (MRC) to conduct the grant-funded project; (3) Authorize the County Manager to execute amendments to either contract, as needed, subject to the approval of the County Attorney's Office and Risk Management; and (4) Approve associated budget change requests.

Summary Explanation & Background:

Groundwater pollution appears to be the largest conduit of upland pollution to the Indian River Lagoon, however little data is available on the specific sources of groundwater pollution. Septic effluent is assumed to be a significant source of groundwater pollution and models exist for estimating the plume of pollution that emanates from each septic drain field, but these models have not been calibrated or validated to actual field conditions in Brevard County. The Marine Resources Council worked with local experts and County staff to develop a funding request that was approved by the Florida Legislature (with oversight by the County) to engage the community in addressing this data gap.

MRC will work with partners at Applied Ecology Inc. (AEI), the Florida Institute of Technology Indian River Lagoon Research Institute (IRLRI), and the University of Central Florida (UCF) to investigate environmental, geologic, and social drivers for wastewater contamination in Brevard County groundwater. MRC will train and organize volunteer citizen scientists to help complete a comprehensive investigation of wastewater and septic tank effluent contamination of groundwater throughout Brevard County. A map of lagoon-front homeowners with septic tanks will be used to select sites where soil samples will be collected and characterized and groundwater testing will be performed quarterly for two (2) years.

MRC will conduct a survey of septic system owners to gain information on the maintenance knowledge and practices of septic system owners. MRC will select a priority area to conduct a pilot study on the effectiveness of a product that can be added to septic systems in-situ to improve nutrient removal. They will test public participation levels and measure the resulting improvement in groundwater quality.

The project will clarify the roles of soil, groundwater table elevation, distance from open water and septic system maintenance that influence pollution attenuation versus transfer. Results will be used to calibrate the DEP approved model for septic load estimating in Brevard County. The model can then be used to predict future water quality improvement in the Lagoon if specific neighborhoods are connected to sewer service and other specific septic systems are upgraded in place or treated in-situ. This information will inform annual updates of the Save Our Indian River Lagoon Project Plan to improve the efficiency and effectiveness of Trust Fund investments.

Fiscal Impact FY17-18: Approximately \$800,000 of \$1,000,000 total revenue and expense (Fund1110/260070)
FY 18-19: Balance of \$1,000,000 project not completed in FY 17-18

Virginia Barker 321-633-2106/Carolina Alvarez 321-633-2104

Clerk to the Board Instructions: **Execute 2 originals each for the grant agreement with DEP and the contract with MRC**

Exhibits Attached: External Pollution Sources Pie Charts, County Attorney and Risk Management Contract Review Forms
 Exhibit A: DEP Agreement; Exhibit B: MRC Contract;

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager Frank Abbate <i>[Signature]</i>	Assistant County Manager John Denninghoff <i>[Signature]</i>			Department Director / Extension Virginia Barker/ 5x2016 <i>[Signature]</i>			

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: MRC Sub Agreement	
2. Fund/Account #: 1700/TBD Grant 260070	Division Name: Natural Resources Management Department
4. Contract Description: Agreement to Perfrom Services as described in the Grant	
5. Contract Monitor: Carolina Alvarez x56472	6. Mail Stop #: 81
7. Dept./Office Director: Virginia Barker, Director	8. Contract Type:
ACTION DATE: 9/29/2017	ACTION REQUIREMENT: review for approval for the Board meeting on October 10

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	_____	<u>CA</u>	<u>9/21/2017</u>
Risk Management	_____	_____	_____	_____
County Attorney	<u>✓</u>	_____	<u>CW</u>	<u>9/21/17</u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

Please call Carolina Alvarez
X56472 when ready for pickup
Or email form to Carolina.alvarez@brevardfl.gov.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: MRC and Legislative Grant	
2. Fund/Account #: 1700/TBD Grant 260070	Division Name: Natural Resources Management Department
4. Contract Description: Legislative/FDEP Grant - Groundwater Monitoring	
5. Contract Monitor: Carolina Alvarez x56472	6. Mail Stop #: 81
7. Dept./Office Director: Virginia Barker, Director	8. Contract Type: Legislative Grant through DEP
ACTION DATE: 8/21/2017	ACTION REQUIREMENT: review for approval for the Board meeting on May 23 rd .

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u>CA</u>	<u>8/8/2017</u>
Risk Management	<u>✓</u>	<u> </u>	<u>ML</u>	<u>8-9-2017</u>
County Attorney	<u> </u>	<u> </u>	<u> </u>	<u> </u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*

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Or email form to Carolina.alvarez@brevardfl.gov.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 11, 2017

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director Attn: Carolina Alvarez

RE: Item II.A.1., Florida Department of Environmental Protection (FDEP) Grant Agreement No. LP05112 and Indian River Lagoon Load Toxicity and Transfer with Marine Resources Council (MRC) for Groundwater Pollution Project, Engaging the Community in Solutions

The Board of County Commissioners, in regular session on October 10, 2017, approved and executed the FDEP Grant Agreement No. LP05112 for a Project titled Groundwater Pollution, engaging the community in solutions; approved and executed the Indian River Lagoon Load Toxicity and Transfer Agreement with MRC to conduct the grant funded Project; authorized the County Manager to execute amendments to either Agreement, as needed, subject to the approval of the County Attorney's Office and Risk Management; and approved any associated budget change requests. Enclosed are two executed FDEP Grant Agreements and one fully-executed Agreement with MRC.

Upon execution by FDEP, please return a fully-executed Grant Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (3)

cc: Contracts Administration
Finance
Budget

DEP AGREEMENT NO. LP05112

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT**

PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for Groundwater Pollution: Engaging the Community in Solutions. 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 herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until December 31, 2020, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016 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. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$1,000,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
- i. **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 shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, 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 such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

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 (i.e., 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.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. 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). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
 - i. The accounting systems for all Grantees must ensure that these funds 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.
 - ii. If the Department finds that these 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.
 - iii. In the event that 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.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of

the quarterly 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 Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or 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 day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of

the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force-majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this 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) calendar days.

- A. A CAP shall be submitted within ten (10) calendar 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) calendar 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) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department 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 relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by 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 preclude the Department from subsequently asserting any 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 a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the 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, as permitted by the Agreement.

10. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) 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 the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. 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 Grant Manager to request a copy of the updated information.
- 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 E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 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. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. 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 liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department 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 Office of Supplier Diversity at (850) 487-0915.

13. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;

- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. **LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., 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. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. **COMPLIANCE WITH LAW:**

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. **NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Michael Barr, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2947
E-mail Address:	Michael.Barr@dep.state.fl.us

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The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Carolina Alvarez, or Successor	
Brevard County Natural Resources Management Department	
Watershed Management Program	
2725 Judge Fran Jamieson Way, Suite A-217	
Viera, Florida 32940	
Telephone No.:	(321) 633-2017 ext. 56472
E-mail Address:	Carolina.Alvarez@brevardcounty.us

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

A. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

i. Commercial General Liability Insurance

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

ii. Workers' Compensation and Employer's Liability Coverage

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

iii. Commercial Automobile Insurance

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance.

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with

such terms and limits as described above. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

- C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department, its employees, and officers do not need to be listed as additional insureds.
- D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

19. CONFLICT OF INTEREST:

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

20. EQUIPMENT:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased by the sub-contractor for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor 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.

22. **QUALITY ASSURANCE REQUIREMENTS:**

If the Grantee's project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment G, Quality Assurance Requirements for Contracts and Grants.**

23. **DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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 who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., 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 posts 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.

24. **LAND ACQUISITION:**

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

25. **PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. **PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in

Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.
- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:**

Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399

27. **TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. **PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS:**

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- A. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- B. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
 - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.

E. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

29. **EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

30. **SEVERABILITY CLAUSE:**

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.

31. **ENTIRE AGREEMENT:**

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

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
*Signature of Person Authorized to Sign

By: [Signature]
Secretary or designee

CURT SMITH, Chairman
Print Name and Title of Authorized Person
As approved by Board 10/10/17
Date: October 10, 2017

Trina Vielhaber
Print Name and Title of Authorized Person
Date: 10/20/17

Reviewed for legal form and content:

[Signature]

[Signature]
Michael Barr, DEP Grant Manager

(Assistant) County Attorney

[Signature]
QC Review by:

FEID No.: 59-6000523

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee 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	Grant Work Plan (6 Pages)
Attachment	B	Payment Request Summary Form (5 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Attachment Intentionally Excluded
Attachment	G	Quality Assurance Requirements (6 Pages)

ATTEST:

[Signature]
SCOTT ELLIS, CLERK

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Groundwater Pollution: Engaging the Community in Solutions

PROJECT LOCATION: The Project will be located in Brevard County, Florida.

PROJECT BACKGROUND: An updated and refined priority map of Brevard County is needed to identify areas of high groundwater contamination so that remediation can proceed in a timely and effective manner. This project addresses this need by creating a groundwater remediation priority map informed by spatial analysis and modeling that can inform future amendments to the Save Our Indian River Lagoon Project Plan, the Indian River Lagoon National Estuary Program (IRLNEP) Comprehensive Conservation Management Plan, Marine Resources Council Lagoon Health Assessment, and other related documents. This project delivers the outcomes of the geographic information systems (GIS) spatial analysis and a groundwater investigation that can help to target areas where wastewater contaminated groundwater is having the greatest negative impact on the Indian River Lagoon.

PROJECT DESCRIPTION: The Grantee will work with partners at the Marine Resources Council (MRC), Applied Ecology Inc. (AEI), the Florida Institute of Technology Indian River Lagoon Research Institute (IRLRI), and the University of Central Florida (UCF) to implement a community solution to address septic tank effluent and complete a comprehensive investigation of environmental, geologic, and social drivers of wastewater contamination in Brevard County groundwater. First, the team will identify and create GIS spatial data layers of datasets, soils, groundwater, and land use that are predictive of groundwater impacts. A draft priority map will be prepared to outline Priority Areas for ground truthing.

Ground truthing involves both a social and environmental aspect. County-wide surveys will be conducted to collect septic tank management information from Brevard County residents and recruit lagoon-front homeowners to allow access to their yards for groundwater testing. Citizen science research teams led by qualified researchers will be deployed to the field to collect groundwater and soil samples from waterfront properties along the lagoon. From the screening results, Priority Areas will be identified and focused on with additional groundwater testing. An analysis will be completed to test the feasibility of engaging residents in an *in situ* septic tank treatment method. A septic tank treatment product will be provided to selected residents living in the Priority Areas to test the likelihood that the residents will utilize the product as designed and to test if there is any change in groundwater contaminant concentrations.

The sampling results will be used to refine and calibrate the final groundwater model. The data will be organized into spatial layers and added to the draft priority map to allow a final analysis of Priority Areas and a calibrated groundwater model will be produced that provides updated model transport nitrate and ammonium loading estimates and uncertainty results by watershed basin in table and map formats. A model will be created that will predict loads associated with groundwater and test the model using actual field data. The project will clarify the role of *in situ* collected soil, water level, and water quality data in model calibrations and demonstrate how the model can be used to predict future conditions.

TASKS and DELIVERABLES:

Task 1: Spatial Data Collection and Mapping Priority Areas

Task Description: The Grantee will complete a study to identify areas in Brevard County where groundwater is likely to be contaminated by wastewater based on spatial analysis and modeling. Watershed information including topography, drainage, infrastructure, soils, land use, and groundwater movement to the Indian River Lagoon will be identified and gathered to create GIS spatial data layers predictive of groundwater impacts. Datasets and spatial layers will be assembled and a priority map to outline Priority

Areas for ground-truthing will be prepared. A Data Collection and Recommendation Report will be created to summarize the data and methods used to identify and prioritize study areas based on their potential for groundwater to be contaminated by wastewater.

Deliverables: Data Collection and Recommendation Report containing the information and/or data as described in this task description submitted electronically to the Department's Grant Manager. Upon request, the Grantee will provide the GIS data layers.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task the Grantee may proceed with payment request submittal.

Task 2: Groundwater Nitrogen Load Model for Brevard County

Task Description: The Grantee will complete a study to setup the input data and run a series of preliminary groundwater model runs based on a modification of the ArcGIS-based Nitrate Load Estimation Toolkit (ArcNLET) model to assess the potential contribution of onsite wastewater-treatment systems (OWTS) to the overall nitrate and ammonium loading of the Priority Areas identified in Task 1. The preliminary model runs will be basin-specific, using historically available data (i.e. water levels and surficial water quality data) for calibration. In addition, a comparison of the OWTS loading contribution will take place with the currently available watershed loading data for the baseflow components. Results will be presented in a report containing estimated loading tables by watershed basin and preliminary loading maps.

The Grantee will refine and calibrate the preliminary model based on the field collected soil and groundwater quality data (see Task 5), including selected locations with water level information. This task includes an updated run of the ArcNLET's uncertainty model to quantify the improvement post-calibration, and updated tables and maps with nitrate and ammonium loading transport estimated. Groundwater and soil data will be organized into spatial layers and added to the draft priority map to allow a final analysis of the Priority Areas. A Calibrated Groundwater Model Memo Report will be prepared that describes the model assumptions, variables, and methods. This report will provide updated model transport nitrate and ammonium loading estimates, uncertainty results by watershed basin in table and map formats, and briefly explain the role of *in situ* collected soil, water level and water quality data in the model calibration.

Deliverable 2a: Preliminary Model Report containing the information and/or data as described in this task description submitted electronically to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Deliverable 2b: Calibrated Groundwater Model Memo Report containing the information and/or data as described in this task description submitted electronically to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon Department approval of each associated task deliverable.

Task 3: Residential Septic Tank Knowledge and Behavior Study

Task Description: The Grantee will complete a study to collect septic tank maintenance and land management information from residents in the Priority Areas identified in Task 1. A survey report will be

created that includes survey results, graphical interpretation of results, and Priority Areas based on socio-demographic information. Activities necessary to complete the study include:

- A survey to determine overall Brevard County residents' opinions and behaviors concerning septic tank systems on their properties and how willing they are to upgrade or adopt new practices.
- Identification of residents interested in participating in a groundwater study.

Deliverables: Survey report containing the information and/or data as described in this task description submitted electronically to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task the Grantee may proceed with payment request submittal.

Task 4: Quality Assurance Project Plan

Task Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable 4a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness, and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable 4b: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been taken into consideration and the Final QAPP is in compliance with this Agreement, the quality assurance requirements and there is sufficient monitoring to measure project effectiveness. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Task 5: Monitoring

Task Description: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 4). Groundwater and soil samples will be collected from properties recruited for the study. The Priority Areas identified in Task 1 that are predicted to have highest transport of nitrate and/or ammonium will be investigated with additional sampling. Temporary wells may be installed in each Priority Area for sampling. Additional hand-installed or rig installed wells may be installed and sampled in the Priority Area to allow more refined sampling of participating yards. Sampling will also be conducted to complete a study to assess the effect of an *in situ* septic tank treatment method on the groundwater (see Task 6).

Deliverables: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory

report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager. These deliverables must be submitted prior to each payment request and may be submitted no more frequently than quarterly.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 6: Investigate Strategy to Address Septic Tank Pollution in Priority Area(s)

Task Description: The Grantee will complete a study to assess how likely residents are to adopt an *in situ* septic tank treatment method. Homeowners in Priority Area(s) identified in Task 1 will be recruited to participate in the study. A septic tank treatment product will be provided to each participating resident to test the likelihood that the residents will utilize the product as designed and to determine if there is any change in groundwater contaminant concentrations based on analysis of monitoring results from Task 5. The homeowner will need to empty the product into their toilet every three months. Ideally, all homeowners living less than 50 meters upgradient from the wells will adopt and use the product and a difference in nitrogen concentrations will be seen in the downgradient wells. Results will be presented in a Strategic Initiative Results Summary Report that includes the results of the social research summarizing the likelihood of homeowners adopting the prescribed strategy.

Deliverables: Strategic Initiative Results Summary Report containing the information and/or data as described in this task description submitted electronically to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task the Grantee may proceed with payment request submittal.

Task 7: Project Management

Task Description: The Grantee will perform project management, to include field sampling supervision, site meetings with consulting and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: Completed project management activities to date as evidenced by: 1) An electronic copy of the executed contract(s) and scope of services for project management submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; 2) interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The deliverables must be submitted prior to each payment request and may be submitted no more frequently than quarterly.

PROJECT TIMELINE: The tasks must be completed and all deliverables received by the corresponding task end date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date
1	Spatial Data Collection and Mapping Priority Areas	7/1/2016	6/30/2018
2	Groundwater Nitrogen Load Model for Brevard County	7/1/2016	1/30/2020
2a	Preliminary Model Report	7/1/2016	8/30/2018
2b	Calibrated Groundwater Model Memo Report	7/1/2016	1/30/2020
3	Residential Septic Tank Knowledge and Behavior	7/1/2016	10/30/2018
4	Quality Assurance Project Plan	7/1/2016	8/30/2018
4a	Draft QAPP	7/1/2016	6/30/2018
4b	Final QAPP	7/1/2016	8/30/2018
5	Monitoring	7/1/2016	1/30/2020
6	Investigate Strategy to Address Septic Tank Pollution in Priority Area(s)	7/1/2016	1/30/2020
7	Project Management	7/1/2016	3/30/2020

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BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$53,592
	Total for Task:	\$53,592
2	Contractual Services	\$141,587
	Total for Task	\$141,587
3	Contractual Services	\$93,954
	Total for Task	\$93,954
4	Contractual Services	\$16,485
	Total for Task	\$16,485
5	Contractual Services	\$535,296
	Total for Task	\$535,296
6	Contractual Services	\$88,150
	Total for Task	\$88,150
7	Contractual Services	\$70,936
	Total for Task	\$70,936

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$1,000,000
Total:	\$1,000,000

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**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable Number(s): _____ Task Budget Amount: \$ _____

Grantee:
(Name & Mailing Address) _____

Grantee Contact: _____
(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)
_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- 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 the Agreement.
- 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.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____ Grantee's Grant Manager's Signature	_____ Grantee's Fiscal Agent Signature
_____ Print Name	_____ Print Name
_____ Telephone Number	_____ Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to the Department's Grant Manager.

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.

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.:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant 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.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP05112 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

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, as revised, 2 CFR Part 200, Subpart F, 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 2 CFR Part 200, Subpart F, 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 (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment 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, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) 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, and 2 CFR Part 200, Subpart F 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 www.cfda.gov

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 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 Attachment 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 \$750,000 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 \$750,000 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 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) 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/facweb/>

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one 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

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, as revised, and 2 CFR Part 200, Subpart F, 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, as revised and 2 CFR Part 200, Subpart F, 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	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration And Wastewater Projects	\$1,000,000	140047
Total Award					\$1,000,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] 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.

ATTACHMENT G
Department of Environmental Protection
Quality Assurance Requirements for Contracts and Grants

1. **GENERAL REQUIREMENTS AND DEFINITIONS**

- a. As applicable to the scope of services described in the contract work plan or other statement of work for this contract, the sampling, field testing and laboratory analyses performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
- b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
- c. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this contract.

2. **REQUIREMENTS FOR LABORATORIES**

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this contract. Laboratory certification requirements are described in rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the contract, as determined by the Department according to 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of contract execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the contract by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon contract execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The contractor shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required contract QA plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the contract.
- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the contract shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the contract QA plan (section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to 62-160.330(3), F.A.C., if

applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

- g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the contract QA plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the contract.
- h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable contract data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the contract QA plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Attachment.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the contract QA plan.

3. FIELD ACTIVITIES

- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this contract shall be cited in the contract QA plan (see Section 6).
- b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this contract according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the contract QA plan (section 6 below).
 - (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the contractor shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP contract manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this contract.
 - (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. REPORTING, DOCUMENTATION AND RECORDS RETENTION

- a. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C. shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the contract. Longer retention times as specified in the contract shall supersede.
- b. All field and laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3) through 62-160.340(8), F.A.C.

- c. Any other documentation and reports associated with work performed for this contract shall be likewise retained and shall include relevant information for the procedures described in sections 2 and 3, above.
- d. Any documentation or reports specifically identified in this contract as deliverable work products shall be retained as in 4.a., above.
- e. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- f. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the contract, and/or as described in the approved contract QA plan (section 6). Also see subsection k., below.
- g. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).
- h. Upon request by the Department contract manager or as required by the contract, copies of the original laboratory reports shall be submitted to the contract manager.
- i. In addition to any reports of sample results provided per contract deliverable requirements and subsections b., e., f. and g., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (section 4) upon request by DEP, including any of the following:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this contract)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results for field duplicates (or replicates)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure

- j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- k. In addition to any field information provided per contract deliverable requirements, and subsections b., e., f. and g., above, the contractor shall submit any of the field information and/or records associated with the contracted samples as described in this section (section 4) upon request by DEP, including any of the following:
 - ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- l. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the contract, and/or as described in the approved contract QA plan (section 6). Required formats are specified in **Attachment A, Grant Work Plan**.

5. **AUDITS**

- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per section 4, above shall be provided by the contractor. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan (see section 6, below) or these QA Requirements, do not applicable meet data validation criteria outlined in Rule 62-160.670, F.A.C.; or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 8, below.
- b. PLANNING REVIEW AUDITS –
 - (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, or as described in **Attachment A**, the contractor and all subcontractors shall review the contract QA plan (see Section 6 below) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the contract QA plan, shall be sent to the DEP contract manager, and a copy of all submitted documents shall be maintained with the permanent project records.

- (ii) Ongoing: Planning reviews as described in subsection (i) above shall occur annually thereafter for the remainder of the contract, if applicable to the duration of the contract.
 - c. **QUALITY SYSTEMS AUDITS** – The contractor and all subcontractors shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. The results of these audits shall be documented in the contractor's and subcontractors' records. Copies of the above audit reports or results shall be provided to the DEP contract manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided.
 - d. **STATEMENTS OF USABILITY** – As a part of the audit process and the final report, the contractor shall provide statements about data usability as necessary to address the topics in subsections (i) – (iii) below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan (see section 9, below), or these QA Requirements.
 - (i) All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements shall be met.
 - (ii) All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan, Quality Manual(s), other contract attachments or these QA Requirements.
 - (iii) All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements.
6. **QA PLAN**
- a. The contractor shall submit the contract QA plan identified in **Attachment A** to the DEP contract manager in accordance with the schedule set forth in **Attachment A** and *prior to the commencement of field and laboratory activities*. Failure to submit the QA plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP contract manager.
 - b. The contractor may submit a version of the QA plan to the Department for approval no more than three times. If the contractor fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the contract.
 - c. The DEP contract agreement number shall appear on the title page of the submitted QA plan. Within 45 days or as specified in **Attachment A**, of receipt of the QA plan by the Department, the Department shall review and either approve the QA plan or provide comments to the contractor as to why the QA plan is not approved. If further revisions are needed, the contractor shall then have 15 days or as specified in **Attachment A**, from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan within 30 days, or as specified in **Attachment A** of receipt of any revisions.
 - d. If the review of the QA plan by the Department is delayed beyond sixty (60) days after the QA plan is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan is approved, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.
 - e. Work may not begin for specific contract tasks until approval has been received by the contractor from the DEP contract manager. Sampling and analysis for the contract may not begin until the contract QA plan has been approved (or conditionally approved).

- f. Once approved, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan and any other relevant quality assurance documents, including, but not limited to :
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA plan; and
 - ▶ Using only the equipment approved in the QA plan.
- g. If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP contract manager. If the contractor fails to submit the required revisions, the DEP contract manager may suspend or terminate the contract. QA plan revisions or amendments shall be provided as one or more of the following, as described in **Attachment A**:
 - (i) Provided in a new contract QA plan;
 - (ii) Provided as amended sections of the current contract QA plan;
 - (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved contract QA plan by reference or other linkage.

7. **DELIVERABLES**

- a. The following lists the expected deliverables that are associated with the quality assurance requirements of this contract:
 - (i) Reports of planning review audits as specified in item 5.b. above.
 - (ii) Statements of usability as specified in item 5.d. above.
 - (iii) Contract QA plan, per Section 6, above.

8. **CONSEQUENCES**

- a. Failure to comply with any requirement of this attachment (and any included addenda) may result in:
 - (i) Immediate termination of the contract.
 - (ii) Withheld payment for the affected activities.
 - (iii) Contract suspension until the requirement(s) has been met.
 - (iv) A request to refund already disbursed payments.
 - (v) A request to redo work affected by the non-compliant activity.
 - (vi) Other remedies available to the Department.

INDIAN RIVER LAGOON LEGACY LOAD TOXICITY AND TRANSFER

**AGREEMENT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
MARINE RESOURCES COUNCIL**

This Agreement (the "Agreement") is entered into this 10 day of Oct., 2017 by and between Brevard County Board of County Commissioners, whose address is 2725 Judge Fran Jamieson Way, A-219, Viera, Florida 32940 (hereinafter referred to as "BREVARD COUNTY"), and the Marine Resources Council of East Florida, Inc., whose address is 3275 Dixie Hwy. NE, Palm Bay Florida, 32905 (hereinafter referred to as "MRC").

WHEREAS, MRC, in furtherance of its mission to protect and restore the Indian River lagoon, has knowledge and experience in science-based community engagement in lagoon monitoring and restoration of interest to BREVARD COUNTY; and

WHEREAS, BREVARD COUNTY and the Florida Department of Environmental Protection (DEP) have entered into DEP Agreement No. LP05112 (hereinafter referred to as "DEP Grant Agreement") for the funding of a research project known as "Groundwater Pollution: Engaging the Community in Solutions (hereinafter referred to as the Project); and

WHEREAS, BREVARD COUNTY is desirous of engaging MRC to provide services for the Project as described in specific, separate Tasks below.

NOW THEREFORE, in consideration of the above recitals and of the mutual promises and other good and valuable consideration set forth below, these parties intending to be bound, agree in advance as follows to the general terms and conditions that will be a part this Agreement.

1. STATEMENT OF WORK

PROJECT TITLE: Groundwater Pollution: Engaging the Community in Solutions

PROJECT LOCATION: The Project will be located in Brevard County, Florida.

PROJECT DESCRIPTION: MRC will work with partners at Applied Ecology Inc. (AEI), the Florida Institute of Technology Indian River Lagoon Research Institute (IRLRI), and the University of Central Florida (UCF) to implement a community solution to address septic tank effluent and complete a comprehensive investigation of environmental, geologic, and social drivers of wastewater contamination in Brevard County groundwater. First, the team will identify and create GIS spatial data layers of datasets, soils, groundwater, and land use that are predictive of groundwater impacts. A draft priority map will be prepared to outline Priority Areas for ground truthing.

Ground truthing involves both a social and environmental aspect. County-wide surveys will be conducted to collect septic tank management information from Brevard County residents and recruit lagoon-front homeowners to allow access to their yards for groundwater testing. Citizen science research teams led by qualified researchers will be deployed to the field to collect groundwater and soil samples from waterfront properties along the lagoon. From the screening results, Priority Areas will be identified and focused on with additional groundwater testing. An analysis will be completed to test the feasibility of engaging residents in an *in situ* septic tank treatment method. A septic tank treatment product will be provided to selected residents living in the Priority Areas to test the likelihood that the residents will utilize the product as designed and to test if there is any change in groundwater contaminant concentrations.

The sampling results will be used to refine and calibrate the final groundwater model. The data will be organized into spatial layers and added to the draft priority map to allow a final analysis of Priority Areas and a calibrated groundwater model will be produced that provides updated model transport nitrate and ammonium loading estimates and uncertainty results by watershed basin in table and map formats. A model will be created that will predict loads associated with groundwater and test the model using actual field data. The project will clarify the role of *in situ* collected soil, water level, and water quality data in model calibrations and demonstrate how the model can be used to predict future conditions.

TASKS and DELIVERABLES:

All the deliverables will be submitted electronically to BREVARD COUNTY pursuant to the time table below.

Task 1: Spatial Data Collection and Mapping Priority Areas

Task Description: MRC will complete a study to identify areas in Brevard County where groundwater is likely to be contaminated by wastewater based on spatial analysis and modeling. Watershed information including topography, drainage, infrastructure, soils, land use, and groundwater movement to the Indian River Lagoon will be identified and gathered to create GIS spatial data layers predictive of groundwater impacts. Datasets and spatial layers will be assembled and a priority map to outline Priority Areas for ground-truthing will be prepared. A Data Collection and Recommendation Report will be created to summarize the data and methods used to identify and prioritize study areas based on their potential for groundwater to be contaminated by wastewater.

Deliverables: Data Collection and Recommendation Report containing the information and/or data as described in this task description including the GIS data layers.

Task 2: Groundwater Nitrogen Load Model for Brevard County

Task Description: MRC will complete a study to setup the input data and run a series of preliminary groundwater model runs based on a modification of the ArcGIS-based Nitrate Load Estimation Toolkit (ArcNLET) model to assess the potential contribution of onsite wastewater-treatment systems (OWTS) to the overall nitrate and ammonium loading of the Priority Areas identified in Task 1. The preliminary model runs will be basin-specific, using historically available data (i.e. water levels and surficial water quality data) for calibration. In

addition, a comparison of the OWTS loading contribution will take place with the currently available watershed loading data for the baseflow components. Results will be presented in a report containing estimated loading tables by watershed basin and preliminary loading maps.

MRC will refine and calibrate the preliminary model based on the field collected soil and groundwater quality data (see Task 5), including selected locations with water level information. This task includes an updated run of the ArcNLET's uncertainty model to quantify the improvement post-calibration, and updated tables and maps with nitrate and ammonium loading transport estimated. Groundwater and soil data will be organized into spatial layers and added to the draft priority map to allow a final analysis of the Priority Areas. A Calibrated Groundwater Model Memo Report will be prepared that describes the model assumptions, variables, and methods. This report will provide updated model transport nitrate and ammonium loading estimates, uncertainty results by watershed basin in table and map formats, and briefly explain the role of *in situ* collected soil, water level and water quality data in the model calibration.

Deliverable 2a: Preliminary Model Report containing the information and/or data as described in this task description.

Deliverable 2b: Calibrated Groundwater Model Memo Report containing the information and/or data as described in this task description

Task 3: Residential Septic Tank Knowledge and Behavior Study

Task Description: MRC will complete a study to collect septic tank maintenance and land management information from residents in the Priority Areas identified in Task 1. A survey report will be created that includes survey results, graphical interpretation of results, and Priority Areas based on socio- demographic information. Activities necessary to complete the study include:

- A survey to determine overall Brevard County residents' opinions and behaviors concerning septic tank systems on their properties and how willing they are to upgrade or adopt new practices.
- Identification of residents interested in participating in a groundwater study.

Deliverables: Survey report containing the information and/or data as described in this task description.

Task 4: Quality Assurance Project Plan

Task Description: MRC will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The format provided by the Department's Grant Manager will be utilized.

Deliverable 4a: Draft QAPP submitted electronically in Word format.

Deliverable 4b: Final Department-approved QAPP submitted electronically in Word format.

Task 5: Monitoring

Task Description: MRC will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 4). Groundwater and soil samples will be collected from properties recruited for the study. The Priority Areas identified in Task 1 that are predicted to have highest transport of nitrate and/or ammonium will be investigated with additional sampling. Temporary wells may be installed in each Priority Area for sampling. Additional hand-installed or rig installed wells may be installed and sampled in the Priority Area to allow more refined sampling of participating yards. Sampling will also be conducted to complete a study to assess the effect of an *in situ* septic tank treatment method on the groundwater (see Task 6).

This task includes initial screening by citizen scientists in priority areas where groundwater depths are less than 6 feet and soils are sandy/easily penetrable. Groundwater samples will be collected using PushPoints and a peristaltic pump. Samples will be prepared in the field and sent to a certified lab for nutrient and bacterial analysis. Applied Ecology Inc. will develop a database to allow efficient data entry/capture of field collected water and soil data and maintain and support data entry to insure the highest quality of the field collected data being entered in the database. Thereafter, areas predicted to have highest transport of nitrate and/or ammonium will be further evaluated. Four to six (4 - 6) priority areas will be identified, including two locations where current monitoring has initiated as part of other existing projects and four additional locations. In these priority areas, three or four groundwater monitoring wells will be installed and sampled monthly for as long as possible during the contract period, not to extend beyond 18 sampling events. Existing project wells will be sampled monthly an additional 18 times and new wells will be sampled at least 12 times. Samples will be sent to a NELAC professional lab to analyze for NH₃-N, NO_X-N, and TKN. Quarterly samples will be sent to an isotope lab, such as Colorado Plateau Lab, to better understand nitrogen age and composition.

- 100 groundwater samples will be collected using Push Point methods and a peristaltic pump.
- 100 composite soil samples will be collected from each of the probe borings and FIT IRLRI will assist to classify the soils using a sieve test and analyze them for % organic matter using the LOI (Loss on Ignition) method.
- 16-20 new wells will be installed in four Priority Areas
- 16-20 composite soil samples will be collected from the well installation holes and FIT IRLRI will classify the soils using a sieve test and analyze them for % organic matter using the LOI (Loss on Ignition) method.
- 160-200 groundwater samples will be collected from the new monitoring wells using a peristaltic pump.
- 36 additional samples will be collected from existing monitoring wells located in Palm Bay and Rockledge.
- Groundwater samples will be field analyzed for DO, temperature, conductivity, and pH and analyzed in the laboratory for NH₃-N, NO_X-N, and TKN, total coliforms, and ΔN_{15} and ΔO_{18} in nitrate.

Deliverables: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data).

Task 6: Investigate Strategy to Address Septic Tank Pollution in Priority Area(s)

Task Description: MRC will complete a study to assess how likely residents are to adopt an *in situ* septic tank treatment method. Homeowners in Priority Area(s) identified in Task 1 will be recruited to participate in the study. A septic tank treatment product will be provided to each participating resident to test the likelihood that the residents will utilize the product as designed and to determine if there is any change in groundwater contaminant concentrations based on analysis of monitoring results from Task 5. The homeowner will need to empty the product into their toilet every three months. Ideally, all homeowners living less than 50 meters upgradient from the wells will adopt and use the product and a difference in nitrogen concentrations will be seen in the downgradient wells. Results will be presented in a Strategic Initiative Results Summary Report that includes the results of the social research summarizing the likelihood of homeowners adopting the prescribed strategy.

Deliverables: Strategic Initiative Results Summary Report containing the information and/or data as described in this task description.

Task 7: Project Management

Task Description: MRC will perform project management, to include field sampling supervision, site meetings with consulting and design professionals, and overall project coordination and supervision. If MRC contracts these services, MRC will procure such services in accordance with state law and the DEP Grant Agreement. Prior to contracting the services MRC will provide a copy of the procurement document and the contract for review and approval by the County.

Deliverables: Completed project management activities to date as evidenced by: 1) An electronic copy of the executed contract(s) and scope of services for project management provided prior to submitting any invoices for the subcontracted work; 2) interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable. Upon request MRC will provide additional supporting documentation relating to project management.

BUDGET AND DELIVERABLE DEADLINE:

Task No.	Budget Amount Not to Exceed for	Deadline for Deliverable
1	\$53,592	December 15, 2017
2	\$141,587	March 28, 2018
		June 29, 2019
3	\$93,954	June 29, 2018
4a	\$16,485	December 28, 2017
4b		March 28, 2018
5	\$535,296	June 29, 2019
6	\$88,150	June 29, 2019
7	\$70,936	Quarterly

2. PERIOD OF PERFORMANCE

This term of this Agreement shall begin on July 1, 2016 and end on December 31, 2020.

3. CONSIDERATION AND PAYMENT

(a) As consideration for the satisfactory completion of services by MRC under the terms of this Agreement, BREVARD COUNTY hereby agrees to pay to MRC a total not to exceed \$1,000,000.00 for the Project services described in Paragraph 1 above, as specifically appropriated by the Florida State Legislature and contracted in the DEP Grant Agreement.

(b) MRC may submit invoices and supporting documentation monthly for services provided in accordance with Paragraph 1 above to the following address:

BREVARD COUNTY
 Natural Resources Management Department
 2725 Judge Jamieson Way, Bldg A, Suite 219
 Viera, FL 32940
 Attn: Carolina Alvarez

(c) BREVARD COUNTY shall send payment of the invoice amounts to MRC within 30 days of receipt of a complete invoice.

(d) Retainage. As a condition of this Agreement, a 5% retainer of payment on all invoices will be withheld by BREVARD COUNTY from payment of each Task deliverable until that Task deliverable has been deemed satisfactory by DEP and eligible for reimbursement pursuant to the DEP Grant Agreement.

(e) Annual Appropriation. One hundred percent (100%) of the Project funding is provided through the DEP Grant Agreement. BREVARD COUNTY'S obligation to pay

MRC under this Agreement is contingent upon the DEP Grant Agreement and the annual appropriation by the Florida Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuance and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of BREVARD COUNTY if legislative appropriations are reduced or eliminated.

4. PERFORMANCE

MRC will provide diligent efforts in performing the services under this Agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project to the satisfaction of BREVARD COUNTY and DEP.

5. REPORTS

MRC shall prepare and submit to BREVARD COUNTY all necessary technical information as reasonably required by BREVARD COUNTY in the performance of their respective portions of this Agreement, consistent with DEP Grant Agreement.

6. SUBAGREEMENTS

MRC shall not subcontract, assign or transfer any work under this Agreement without the written consent of BREVARD COUNTY. If applicable, and upon receipt of such consent in writing, the names of the firms responsible for such subcontracted, assigned, or transferred portions of the work shall appear on the Invoices for Services performed. BREVARD COUNTY consents to MRC subcontracting Project services to AEI, IRLRI and UCF, as described in Task 1, consistent with the subcontracting requirements in the DEP Grant Agreement and subject to BREVARD COUNTY'S prior approval of the written contract between MRC and each subcontractor.

7. EQUIPMENT

MRC shall request prior approval from BREVARD COUNTY before the purchase of any non-expendable equipment costing \$1,000 or more for use under this Agreement. Upon satisfactory completion of its respective portion of this Agreement, MRC shall retain ownership of its respective non-expendable equipment purchased under this agreement, consistent with the DEP Grant Agreement.

8. SUBORDINATION

This Agreement is subordinate to the DEP Grant Agreement, attached hereto and incorporated herein by this reference. Nothing in this Agreement shall conflict with or otherwise contravene the intent of the provisions of the DEP Grant Agreement.

9. LIQUIDATED DAMAGES

One hundred percent (100%) of the Project funding is provided through the DEP Grant Agreement. DEP will only reimburse BREVARD COUNTY for Project expenses deemed eligible pursuant to the DEP Grant Agreement. It is mutually agreed that time is of the essence for this Agreement. Should (1) MRC fail to timely submit Task deliverables according to the due dates set for in Paragraph 1 above, including any extension(s) authorized pursuant to the terms of this Agreement or the DEP Grant Agreement; or (2) MRC submits a Task deliverable that is deemed unsatisfactory and ineligible for reimbursement by DEP and MRC fails to timely correct the deficiency to DEP'S satisfaction, liquidated damages shall be assessed in the amount that BREVARD COUNTY previously paid to MRC for the subject task, provided that MRC shall have the opportunity to contest the decision of DEP on its behalf and on behalf of BREVARD COUNTY, with the cooperation of BREVARD COUNTY. In no event shall the liquidated damages exceed the actual cost reasonably incurred by BREVARD COUNTY in accordance with this Agreement.

It is mutually agreed that these liquidated damages, as provided in the preceding paragraph, represent an estimate of the actual damages BREVARD COUNTY will sustain in the event one of the foregoing circumstances occurs. It is agreed that this amount is not a penalty. No plea of mistake or misunderstanding of this Agreement of the DEP Grant Agreement shall be available to MRC for the recovery of the amount of liquidated damages or as a defense to any action based upon the foregoing failure by MRC.

10. DEFAULT/TERMINATION/FORCE MAJEURE:

(a) BREVARD COUNTY may terminate this Agreement at any time if any warranty or representation made by MRC in this Agreement or in its deliverables or payment invoices shall at any time be materially false or misleading, or in the event of the material failure of MRC to fulfill any of its obligations under this Agreement. Prior to termination, BREVARD COUNTY shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide MRC an opportunity to consult with BREVARD COUNTY regarding the reason(s) for termination, and reasonable opportunity to cure the alleged defect, not less than 30 days thereafter.

(b) BREVARD COUNTY'S obligations under this Agreement are contingent upon the DEP Grant Agreement and the annual appropriation by the Florida Legislature. In the event the Florida Legislature does not fully fund the DEP Grant Agreement, BREVARD COUNTY may terminate this Agreement by providing MRC with thirty (30) calendar day's written notice. If BREVARD COUNTY terminates the Agreement for lack of funding, BREVARD COUNTY shall notify MRC of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is

completed, MRC shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(c) If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, MRC shall promptly notify BREVARD COUNTY orally. Within three (3) calendar days, MRC shall notify BREVARD COUNTY in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and MRC'S intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, BREVARD COUNTY may, at its discretion, to extend the time for performance under this Agreement, and if necessary, request DEP to extend the time for performance under the DEP Grant Agreement, for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of MRC, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of MRC and/or BREVARD COUNTY. MRC is responsible for the performance of all services issued under this Agreement. Failure to perform by MRC'S subcontractor(s) shall not constitute a force majeure event.

11. AUDIT

Each respective party agrees to keep full, clear and accurate books and records. Within 30 days following written request by BREVARD COUNTY, all affected parties shall make available for inspection and/or audit any and all records related to its performance under this Agreement. Said records are subject to inspection and audit, at the sole expense of BREVARD COUNTY, by representatives of BREVARD COUNTY and the Comptroller General of the United States during reasonable business hours throughout the term of this Agreement and for the five (5) years immediately following BREVARD COUNTY'S final payment to each respective party under this Agreement. In the event an audit is initiated by BREVARD COUNTY during the five (5) years following the BREVARD COUNTY'S final payment, MRC agrees to retain any and all records associated with this Agreement until such time as any disputes arising therefrom are resolved. If any provision of this section is inconsistent with BREVARD COUNTY or DEP audit requirements, the more stringent shall prevail.

12. INDEMNIFICATION

(a) MRC shall fully indemnify, defend and hold BREVARD COUNTY harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any

negligent act or omission of MRC, or any subcontractor, or any of their agents or employees.

(b) MRC agrees to indemnify BREVARD COUNTY and pay the cost of BREVARD COUNTY'S legal defenses, including fees of attorneys as may be selected by BREVARD COUNTY, for all claims described in the hold harmless clause herein. Such payment on behalf of BREVARD COUNTY shall be in addition to any and all other legal remedies available to BREVARD COUNTY and shall not be considered its exclusive remedy.

(c) Further, MRC shall fully indemnify, defend, and hold BREVARD COUNTY harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the extent such claims arise as a result of MRC'S implementation of a BREVARD COUNTY or DEP-originated design and/or specifications or materials provided to MRC by BREVARD COUNTY, BREVARD COUNTY'S misuse or modification of MRC'S deliverables or BREVARD COUNTY'S operation or use of deliverables in a manner not contemplated by this Agreement. If any deliverable is the subject of an infringement suit, or in MRC's opinion is likely to become the subject of such a suit, MRC may, at its sole expense, procure for BREVARD COUNTY the right to continue using the deliverable or to modify it to become non-infringing. The County shall not be liable for any royalties.

(d) MRC'S obligations under this subsection with respect to any legal action are contingent upon BREVARD COUNTY giving MRC (1) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at MRC'S sole expense, and (3) assistance in defending the action at MRC'S sole expense. MRC shall not be liable for any cost, expense, or compromise incurred or made by BREVARD COUNTY in any legal action without MRC'S prior written consent, which shall not be unreasonably withheld.

(e) As a political subdivision of the State of Florida, BREVARD COUNTY'S liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the County shall not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28 Florida Statutes. BREVARD COUNTY is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, BREVARD COUNTY'S liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by 768.28 Florida Statutes or other limitations imposed on the County's potential liability under state or federal law.

(f) It is agreed by the parties hereto that specific consideration has been received by MRC under this Agreement for this hold harmless/indemnification provision.

13. INSURANCE

(a) Required Coverage. At all times during the Agreement MRC, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by MRC shall not be interpreted as limiting MRC'S liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, MRC may provide coverage through a self-insurance program established and operating under the laws of Florida. The minimum insurance requirements applicable to this Agreement are:

i. Commercial General Liability Insurance

MRC shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. BREVARD COUNTY, DEP and each entity's employees and officers shall be named as additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

ii. Workers' Compensation and Employer's Liability Coverage

MRC shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

iii. Commercial Automobile Insurance

If MRC'S duties include the use of a commercial vehicle, MRC shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. BREVARD COUNTY and DEP and each entity's employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

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

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

iv. Other Insurance

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor

(<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

(b) Insurance Requirements for Subcontractors. MRC shall require its subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described above. MRC shall require all its subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts are related to this Agreement. Subcontractors must provide proof of insurance upon request.

(c) Exceptions to Additional Insured Requirements. If MRC'S insurance is provided through an insurance trust, MRC shall instead add BREVARD COUNTY and DEP, and each entity's employees and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if MRC is self-insured, then BREVARD COUNTY and DEP and each entity's employees, and officers do not need to be listed as additional insureds.

(d) Deductibles. BREVARD COUNTY and DEP shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of MRC providing such insurance.

(e) Proof of Insurance. Upon execution of this Agreement, MRC shall provide BREVARD COUNTY documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from BREVARD COUNTY, MRC shall furnish BREVARD COUNTY with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

(f) Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, MRC shall immediately notify BREVARD COUNTY of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

14. INDEPENDENT CONTRACTOR

BREVARD COUNTY contracts for the services of MRC as an independent contractor and not as an employee. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties. No party shall have the authority to enter into any agreements of any kind on behalf of another, or to bind or obligate one another to any third party.

15. PUBLICATIONS

BREVARD COUNTY recognizes that research results should be publishable and agrees that the researchers engaged in activities under this Agreement shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of such services, provided that such publication or dissemination will not compromise patent rights of other parties, or inadvertently divulge proprietary information of other parties. BREVARD COUNTY reserves the right to review any publications or presentations for patent rights or proprietary information.

16. PUBLICITY

No party shall make reference to another party in any advertising or publicity matter without prior written approval of the other party.

17. CONTRACTOR REPRESENTATIVES

The following serve as the representatives of each party in the areas indicated:

Marine Resources Council:

TECHNICAL MATTERS:

Dr. Leesa Souto
3275 Dixie Hwy, NE
Palm Bay, FL 32905
321-725-7775
Leesa@mrcirl.org

ADMINISTRATIVE MATTERS:

Sondee Lima
3275 Dixie Hwy, NE
Palm Bay, FL 32905
321-725-7775
Sondee@mrcirl.org

Brevard County:

TECHNICAL MATTERS:

Carolina Alvarez
Natural Resources Management
2725 Judge Jamieson Way,
Bldg A, Suite 219
Viera, FL 32940
(321) 633-2016
carolina.alvarez@brevardfl.gov

ADMINISTRATIVE MATTERS:

Paul Bessler
Natural Resources Management
2725 Judge Jamieson Way,
Bldg A, Suite 219
Viera, FL 32940
(321) 633-2016
Paul.Bessler@brevardfl.gov

18. REGULATORY COMPLIANCE AND GOVERNING LAW

(a) MRC shall comply with all applicable federal, state and local rules and regulations in providing services to BREVARD COUNTY under this Agreement. MRC acknowledges that this requirement includes, but is not limited to, compliance with all applicable

federal, state and local health and safety rules and regulations. MRC further agrees to include this provision in all subcontracts issued as a result of this Agreement.

(b) This Agreement, and any disputes arising under it, shall be governed by and construed in accordance with the laws of the State of Florida. Where a dispute arises from a conflict between any party's execution of this agreement and the provisions set forth in the DEP Grant Agreement, each party shall be responsible for addressing the resolution of the conflict to the satisfaction of BREVARD COUNTY and in accordance with the resolutions provisions of the DEP Grant Agreement.

19. SEVERABILITY AND SURVIVABILITY

The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions. The provisions of Paragraph 3, 5, 8, 9, 11, 12, 13b, 13e, 15, 16, 18, 20, and 21 shall survive the termination of this Agreement for a period of five (5) years.

20. ATTORNEY'S FEES AND VENUE

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, or as otherwise required in the DEP Grant Agreement, and any trial shall be non-jury.

21. PUBLIC RECORDS ACCESS

(a) MRC shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. MRC shall keep and maintain public records required by Brevard County to perform the services under this Agreement.

(b) This Agreement may be unilaterally canceled by Brevard County for refusal by MRC to either provide to Brevard County upon request, or to allow inspection and copying of all public records made or received by MRC in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(c) If MRC meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to Brevard County. If Brevard County does not possess the requested records, it shall

immediately notify MRC of the request, and MRC must provide the records to Brevard County or allow the records to be inspected or copied within a reasonable time. If MRC fails to provide the public records within a reasonable time, MRC may be subject to penalties under s. 119.10,

- ii. Upon request from Brevard County's custodian of public records, MRC shall provide Brevard County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. MRC shall identify and ensure respectively that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if such public records not transfer the records to Brevard County.
- iv. Upon completion of the Agreement, MRC shall transfer, at no cost to Brevard County, all public records in possession of MRC, respectively, or keep and maintain public records required by Brevard County to perform the services under this Agreement. If MRC transfers all public records to Brevard County upon completion of the Agreement, MRC, respectively, shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If MRC keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Brevard County, upon request from its custodian of public records, in a format that is accessible by and compatible with the information technology systems of Brevard County.

(d). IF MRC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BREVARD COUNTY NATURAL RESOURCES DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (321) 633-2016, BY EMAIL AT MARY.BLAKELY@BREVARDFL.GOV OR AT THE MAILING ADDRESS BELOW:

**Natural Resources Management Department
Attn.: Mary Blakely
2725 Judge Fran Jamieson Way, Ste A-217
Melbourne, FL 32940**

22. NOTICE

Whenever any party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated in Paragraph 17 above.

23. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING

MRC certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, MRC agrees to observe the requirements of Section 287.135, F.S., for applicable subagreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., BREVARD COUNTY may immediately terminate this Agreement for cause if MRC, its affiliates, or its subcontractors are found to have submitted a false certification; or if MRC, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

24. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

25. UNAUTHORIZED ALIEN WORKERS

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 (e) Section 274(e) of the Immigration and Nationality Act. The Owner shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

26. NONDISCRIMINATION

(a) No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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 who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., 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 posts 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.

27. EFFECTIVE DATE

The effective date of this Agreement means the date on which the last of the parties hereto executes this Agreement.

28. ENTIRE AGREEMENT

This Agreement represents the entire understanding of BREVARD COUNTY and MRC and may only be modified in writing and duly executed by all parties.

-Signature Page Follows-

IN WITNESS WHEREOF, THE UNDERSIGNED BY THEIR AUTHORIZED AGENTS HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN BELOW.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Curt Smith, Chairman
As approved by the Board on 10/10/17

Date: October 10, 2017

MARINE RESOURCES COUNCIL OF EAST FLORIDA, INC.

By: 
Leesa Souto, Ph.D.,
Executive Director

Date: 9/23/17

Review for legal form and content

By: 
Christine Valliere, Assistant County Attorney

ATTEST:


SCOTT EGLES, CLERK