

Meeting Date
July 22, 2014



AGENDA	
Section	New Business
Item No.	V A 2

**AGENDA REPORT**  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Brevard County Muck Dredging Project <b>Fiscal Impact: Acceptance of \$10,000,000 in State Legislature appropriated funds</b>
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Board: 1) authorize the Chairman to execute a grant agreement substantially in the form of Attachment A, and any necessary amendments between Brevard County and the State of Florida, with County Attorney and Risk Management approval, to accept State funds for this project; 2) waive legal venue in Brevard County, as the current agreement indicates legal venue in Leon County; 3) authorize the County Manager or designee to execute task orders, contracts, agreements and change orders, as required and in excess of \$100,000.00, to accomplish the work approved under this State Contract; and 4) authorize any necessary budget change requests.

Summary Explanation & Background:

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

Brevard County has embarked on an aggressive restoration strategy for the lagoon to **Reduce** excess nutrient inputs, **Remove** the legacy Load of muck, **Restore** the filtration system (oysters, clams and wetlands) and ensure the sound **Research** is the basis of the effort. As part of this restoration strategy, the removal of the legacy load (muck) is critical to overall success. The Brevard County Muck Dredging Project will remove up to 350,000 cubic yards of muck soils from sites within the IRL, the Banana River Lagoon and associated tributaries. This dredging project will remove up to 672 tons of total nitrogen and 144 tons of total phosphorous, which are contained within the muck deposits. Major components of the project include: hydroacoustic survey and subsurface mapping of muck, dredging and spoil site design and permitting, muck dredging, spoil management operations, research, project management and oversight.

Major project components will be carried out as necessary for each site location selected. Site specific project scopes will be established to maximize use of existing data and to maximize potential public and private partnership opportunities. Project component costs will vary by location and will be dependent upon site size and general site location characteristics. Site specific engineering and construction project scopes and the related components will be drafted as sites are selected.

This funding was specifically appropriated by the Florida State Legislature for muck removal within the IRL system in Brevard County. \$1,000,000.00 of this funding is to be provided to the IRL Research Institute at the Florida Institute of Technology for the purpose of scientific assessment to determine environmental benefits from the project.

**Fiscal Impact:** FY 13-14 Addition of \$10,000,000 in State funds to the NRM budget  
FY 14-15 Continuation of project funding

**Name:** Ernest Brown, NRM – 633-2016

Clerk to the Board instruction: Original will be provided for execution upon final County Attorney review

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

Contract /Agreement (If attached):		Reviewed by County	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager	Department Director / Extension					
Stockton Whitten		Mel Scott	Ernest N. Brown/ X 5-2439					



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

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

July 23, 2014

MEMORANDUM

TO: Ernie Brown, Natural Resources Management Director

RE: Item V.A.2., Indian River Lagoon Muck Dredging Project

The Board of County Commissioners, in regular session on July 22, 2014, executed the Grant Agreement, substantially in form of Attachment A, and the necessary amendments between Brevard County and the State of Florida, with the County Attorney and Risk Management approval, to accept the State funds for the Muck Dredging Project; approved waiver of legal venue in Brevard County, as the current Agreement indicates legal venue in Leon County; authorized the County Manager or designee to execute task orders, contracts, agreements, and change orders as required and in excess of \$100,000, to accomplish the work approved under the State contract; and authorized any necessary budget change requests. Enclosed is the original Grant Agreement, substantially in form of Attachment A.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for Danna Scott*  
Tammy Etheridge, Deputy Clerk

/ds

Encl. (1)

cc: County Manager  
County Attorney  
Risk Management  
Finance  
Budget

DEP AGREEMENT NO. S0714

STATE OF FLORIDA  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1627A OF THE 2014-2015 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into 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, A-219, Viera, FL 32940 (hereinafter referred to as "Grantee"), local government, to provide financial assistance for the Brevard County Muck Dredging.

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, 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. This Agreement shall begin upon execution by both parties and remain in effect for a period of twelve (12) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
  - A. As consideration for the 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 \$10,000,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables 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. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
  - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
    - 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/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that

multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
  - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- D. 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.fldfs.com/aadir/reference%5Fguide>.
- E.
- 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. 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.
5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule 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) 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. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
6. 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.
7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. 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) 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) 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.

- 9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. 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.
- 11.
  - 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 Grants Development and Review Manager at (850) 245-2361 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 OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

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

- 12.
  - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. 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 of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
14. 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.
15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
16. The Department's Grant Managers (which may also be referred to as the Department's Project Manager) for this Agreement are identified below.

<b>Technical</b>	
Dana Jones	
Florida Department of Environmental Protection	
Office of Ecosystems Projects	
2600 Blair Stone Road, MS# 24	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-3166
Fax No.:	(850) 245-3145
E-mail Address:	Dana.R.Jones@dep.state.fl.us

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

Matt C. Culver	
Brevard County Board of County Commissioner	
Natural Resources Management Department	
2725 Judge Fran Jamieson Way, A-219	
Viera, Florida 32940	
Telephone No.:	(321) 633-2016
Fax No.:	(321) 633-2029
E-mail Address:	matt.culver@brevardcounty.us

18. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence

and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

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

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

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

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

20. 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.

21. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

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

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

- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and 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.

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

27. 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.

28. 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.

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 COMMISSIONER

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *Wayne Palm Love*  
Title: \*

By: \_\_\_\_\_  
Secretary or designee

Date: JUL 22 2014

Date: \_\_\_\_\_

As approved by the Board 07-22-14.

Dana Jones, DEP Grant Manager

ATTEST:

\_\_\_\_\_  
DEP Contracts Administrator

*Scott Ellis*  
Scott Ellis, Clerk

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
DEP Attorney

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)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (6 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

## ATTACHMENT A SCOPE OF WORK

### A. Summary

**PROJECT NAME:** Brevard County Muck Dredging

**PROJECT FUNDING:** \$10,000,000

**REQUIRED MATCH:** \$0

**TOTAL PROJECT COST:** \$10,000,000

**PROJECT LOCATION AND WATERSHED CHARACTERISTICS:**

Geographic Location (city and county):	Brevard County
Size of Project Impact:	246 sq. mi. of the Northern Indian River Lagoon within Brevard County Various sites to be determined based on survey and prioritization
WBID:	A subset of 3044A, 3057A, 3057B, 3057C, 2963A, 2963B, 2963C, 2963D, 2963E, 2963F, 5003B, 5003C, 5003D Indian River Lagoon including the Banana River
Impaired Water Body Affected:	Lagoon and tributaries
TMDL Status and Name:	Active / TMDL Report – Nutrient and Dissolved Oxygen
TMDL Impairment:	TMDLs for the Indian River lagoon and Banana River Lagoon Nutrients (Seagrass), Nutrients (Chlorophyll a [Chla]) Nutrients (Seagrass)
Impairments Addressed by Project:	Nutrients (Seagrass)
BMAP Status and Name:	Active / Indian River Lagoon Basin - North Indian River Lagoon Active / Indian River Lagoon Basin - Banana River Lagoon Active / Indian River Lagoon Basin - Central Indian River Lagoon

**PROJECT DESCRIPTION:**

In the central and northern regions of the Indian River Lagoon, record setting algal blooms have caused the loss of over 40,000 acres of seagrass, and the deaths of 223 manatees, 74 bottlenose dolphins, and over 300 pelicans. One major contributing factor is the extensive organic muck deposits created by decades of runoff, erosion and nutrient loading. These accumulated muck sediments contain significant "legacy" nutrients, which regularly flux into the water column, and recycle nutrients within the Indian River Lagoon system. Muck sediments also negatively impact navigation, damage seagrass beds, and can consume dissolved oxygen to create anoxic bottom conditions detrimental to lagoon organisms.

The Northern and Central Indian River Lagoon and Banana River are listed as impaired for nutrients, and have adopted Total Maximum Daily Loads (TMDL) and Basin Management Action Plans (BMAP). Reduction of nutrient loading to the Indian River Lagoon system is essential to protecting and restoring the health of the estuarine network. As part of this reduction effort, the removal of the legacy load (muck) is critical to overall restoration success.

The Brevard County Muck Dredging project will remove up to 350,000 cubic yards of muck soils from sites within the Indian River Lagoon, the Banana River Lagoon and associated tributaries. This dredging project will remove up to 672 tons of total nitrogen (TN) and 144 tons of total phosphorous (TP) which are contained within the muck deposits. Major components of the project include project management and oversight of:

- Hydroacoustic survey and subsurface mapping of muck
- Dredging design and permitting
- Spoil site design, permitting and preparation
- Dredging
- Spoil management operations
- Site cleanup, restoration and project closeout (These specifics will be incorporated into Contractors SOW)
- Research

Major project components will be carried out as necessary for each site location selected. Site specific construction plans will be established to maximize use of existing data and any previously issued authorizations. Project component costs will vary by location and will be dependent upon site size and general

location characteristics. Executed site specific project subcontracts and related components will be forwarded to the Department Grant Manager for review and approval as they are drafted, and may result in amendment(s) to this agreement.

**B-1. Task 1: Hydroacoustic Survey and Subsurface Mapping of Muck.**

**Task 1 Description:** Mapping of muck locations for determination of site specific dredging project construction plans, which may include geotechnical, topographic, and/or hydrographic surveys. Task 1 will assess proposed project regions for the purpose of determining the quantities and characteristics of muck deposits. Survey and mapping information will be used to determine key project areas within a region and will provide site data for use as part of Task 2 construction plans and permitting. Executed subcontracts will be submitted to the Department Grant or Technical Manager for review and acceptance prior to invoicing.

C-1. Deliverable		D-1. Task Timeline	E-1. Performance Measure	F-1. Task Cost
a.	Regional maps showing subsurface sediment survey information, including sediment characteristics and quantities of muck. Provide a list of proposed dredging locations to be utilized for Task 2 to the Department. Final selection of sites will be determined by the County.	Six (6) months from date of execution of Agreement	The Department Technical Manager or Engineer will review regional maps and proposed dredging locations for completeness and to ensure the maps include the components described.	Not to exceed 30% of Total Task Cost (Allowable costs: Contractual Services)
b.	Summary report of surveying, mapping, and related activities performed under this Task.	Eight (8) months from date of execution of	The Department Grant/Technical Manager will review the summary report for compliance with the requirements identified in the approved individual task scopes.	Not to exceed 70% of Total Task Cost (Allowable costs: Contractual Services)
				Estimated TASK not to exceed \$500,000

**B-2. Task 2: Construction Plans, Permitting, & Bidding.**

**Task 2 Description:** Develop construction plans and permit site specific dredging projects with appropriate spoil management systems based on the information attained in Task 1. Dredging within the Indian River Lagoon system in Brevard County will require at minimum an FDEP or SJRWMD Environmental Resource Permit (ERP) and a USACE permit and related federal authorizations. Additional permits and or authorizations may be required from project adjacent municipalities and Brevard County. Construction documents will include items such as surveys (geotechnical, topographic, and/or hydrographic surveys), drainage and spoil site easements, detailed Stormwater Pollution Prevention Plans, spoil management plans, and final engineering designs and specifications. Construction engineering and permitting requirements will vary and be developed independently for each selected project site in accordance with site specific Construction Plans. All of the above components will require internal and or contracted oversight and management. The Grantee shall prepare and solicit site-specific construction bids utilizing a bid package in accordance with local and state laws and this Agreement. Bid documents will be prepared for a formal advertisement and bidding process so that the construction work can be performed sub-contractually. Executed subcontracts will be submitted to the Department Grant Manager for review and acceptance prior to invoicing.

C-2. Deliverable	D-2. Task Timeline	E-2. Performance Measure	F-2. Task Cost
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a.	50% of Task 2 includes Site specific construction plans and copies of executed site specific dredging project subcontracts and issued permits.	Six (6) months from date of execution of Agreement	The Department Grant Manager will review project specific construction plans and copies of executed subcontracts and issued permits for compliance with all requirements under this Agreement and to confirm that plans are permissible. Executed subcontracts will be submitted to the Department Grant Manager for review and acceptance prior to invoicing.	Not to exceed 10% of Total Task Cost (Allowable costs: Contractual Services)
b.	75% of Task 2 includes submittal of final dredging plans with technical specifications for the dredging of the selected project sites. The design plans and specifications shall be suitable for construction.	Twelve (12) months from date of execution of Agreement	The Department Technical or Grant Manager will review final dredging plans for each site specific construction plan for completeness and to ensure they include the components described and meet permitting requirements.	Not to exceed 80% of Total Task Cost (Allowable costs: Contractual Services)
c.	100% of Task 2 includes summary report of actions taken, to include permitting and bidding activities. Submission of copy of any required approved permits; contract.	Fourteen (14) months from date of execution of Agreement prior to individual task invoicing	The Department Grant Manager will review the summary report for completeness and to ensure it includes the components described and meets permitting requirements.	Not to exceed 10% of Total Task Cost (Allowable costs: Contractual Services)
				<b>Estimated TASK TOTAL: up to \$1,000,000.00</b>

<b>B-3. Task 3: Muck Dredging &amp; Spoil Management</b>			
<p><b>Task 3 Description:</b> Dredging of up to 350,000 cubic yards of muck sediments from the Indian River Lagoon system. Dredging will take place at multiple sites selected and permitted through the steps outlined in Task 1 and Task 2. This task will include actions such as spoil management site preparation, installation of a hydraulic dredge pipeline, roadway and waterway traffic management and crossings, hydraulic dredging of sediments, pumping to a spoil management site, spoil material dewatering and treatment, and site handling and hauling of material to, from and within the spoil management site. Dredging and spoil management will vary by site and are laid out by project site task scopes approved in Task 2. The Florida Fish and Wildlife Conservation Commission (FFWCC) may impose seasonal Florida Manatee dredging restrictions, limiting dredging to certain times of the year or require dedicated manatee observers. Certification of construction phase completion, for each project site, will be done by a Professional Engineer registered in the State of Florida. All of the above components will require internal and or contracted oversight and management. Executed subcontracts will be submitted to the Department Grant Manager for review and acceptance prior to invoicing.</p>			
<b>C-3. Deliverable</b>	<b>D-3. Task</b>	<b>E-3. Performance Measure</b>	<b>F-3. Task Cost</b>

a.	50% of Task 3 includes submission of dated color photographs prior to and during construction, completion of mobilization, spoil material management, construction administration and observation; testing, and total cubic yards dredged.	Beginning upon completion, review, and acceptance of Tasks 1 and 2 for selected project sites and continuing for ten (10) months thereafter. Repeating for each selected project site.	The Department Technical or Grant Manager will review the photographs and certification of completion for all components by the Grantee's project certified engineer to verify that construction has been completed to 50% for all components in accordance with the approved plans and permits for each project site.	Not to exceed 95% of Total Task Cost (Allowable costs: Contractual Services)
b.	75% of Task 3 includes submission of dated color photographs prior to and during construction, spoil material management, construction administration and observation, testing, total cubic yards dredged, as-built drawings completed by a professional land surveyor, and a signed statement from Grantee's project certified engineer indicating construction has been completed in accordance with approved design.		The Department Technical or Grant Manager will review the photographs and certification of completion for all components by the Grantee's project certified engineer to verify that construction has been completed to <del>100</del> 75% for all components in accordance with the approved plans and permits for each project site.	
c.	100% of task 3 includes Summary report of actions taken, to include dredging and spoil management construction activities.	Twenty four (24) months from date of execution of Agreement and prior to individual construction task	The Department Grant Manager will review the summary report for compliance with the requirements identified in the executed subcontracts for each individual dredging and spoil management construction projects.	Not to Exceed 5% of Total Task Cost (Allowable costs: Contractual Services)
				<b>Estimated TASK TOTAL: Up to \$ 7,425,000.00</b>

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**B-4. Task 4: Final Project**

**Task 4 Description:** After the Agreement is executed, the Grantee will provide ongoing monitoring of project schedules to ensure compliance with timelines outlined in this scope of work, and will provide quarterly update progress reports that describe progress of the project from the beginning until the end. The Grantee must complete and submit to the Department a draft and Final Report. The Final Report is intended to capture the outcome and results of the project, including all tasks included in this scope of work. It shall include, at least, the following: any problems encountered and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; and any additional information which explains the results of the project. The Final Report template, available from the Department's Grant Manager, should be followed as much as possible. [AD1] The Department Grant Manager will review the draft final report and provide comments to the Grantee. Task 4 deliverables will be submitted to the Department Grant Manager for review and acceptance prior to invoicing.

C-4. Deliverable	D-4. Task Timeline	E-4. Performance Measure	F-4. Task Cost
Submit draft final report that meets all of the requirements identified in the task descriptions.	After Task 3 is complete, through an approximate 18 months additional timeframe or through project closeout	The Department Technical and Grant Manager will review the Final Report for compliance with the requirements identified in the task descriptions.	
Final report which addresses all comments shall be submitted to the Department upon completion. The Grantee shall provide one paper copy and one electronic copy of the approved final report to the Department.	Agreement Execution through an approximate 24 months additional timeframe or project closeout	The Department Technical or Grant Manager will review the final report for compliance with the terms of this agreement and to ensure that all comments provided on the draft final report were addressed.	TASK TOTAL: \$75,000

**B-5. Task 5: Research**

**Task 5 Description:** Florida Institute of Technology (FIT) has been designated by the FL legislature as a Brevard County Muck Dredging project research partner, selected to monitor the general effectiveness, along with the chemical, physical and biological effects of muck removal within the Indian River Lagoon system. After the Agreement is executed, the Grantee will work closely with FIT to develop technical research scopes that objectively examine the processes for effective muck removal and the effects of muck removal on the IRL system. Research will be tied to project sites and scopes determined in Tasks 1 and 2. The Department Grant Manager will review research scopes and draft and final reports and papers and provide comments to the Grantee. All of the above components will require internal and or contracted oversight and management.

C-5. Deliverable	D-5. Task Timeline	E-5. Performance Measure	F-5. Task Cost
Research scopes, cost schedules and timelines	Three (3) months from execution of agreement	The Department Grant Manager will review research scopes and copies of executed subcontracts for compliance with all state and federal requirements under this Agreement	\$50,000

Interim research reports and papers, as laid out in individual research scopes. Information on research costs and accounting information.	Agreement Execution through an approximate 24 months additional timeframe or project closeout.	The Department Technical or Grant Manager will review the interim research reports for compliance with the work laid out in research scopes.	\$500,000
Draft research reports and papers.		The Department Technical or Grant Manager will review the draft research reports for compliance with the work laid out in research scopes.	\$400,000
Final reports and papers shall be submitted upon completion.	Agreement Execution through an approximate 24 months additional timeframe or project closeout	The Department Technical or Grant Manager will review the draft research reports for compliance with the work laid out in research scopes.	\$50,000
			TASK TOTAL: \$1,000,000

**C. Invoicing (payment triggers)**

~~Work may not commence until this agreement has been executed.~~ This will be a cost-reimbursement agreement based on site specific tasks and subtasks. Executed site specific project subcontracts and related components will be forwarded to the Department Contract Manager for review and approval as they are executed, and may result in amendment(s) to this agreement. Summary reports and deliverables will be submitted to the Department Grant Manager, and or Technical Manager as described in this SOW for review and acceptance prior to invoicing. The grantee will submit deliverables so as to allow the Department a minimum of two weeks for a review and acceptance prior to invoicing. Written confirmation of acceptance (via electronic mail) is necessary prior to submittal of invoices.

If unexpended funds in a given task are needed for other tasks within this contract to meet the objectives of this project, an amendment to this agreement will be submitted for review and approval before funds are re-appropriated to other tasks. The amendments will not exceed the \$10,000,000 in total project funding.

~~Brevard will pursue additional cost share opportunities from local partners to include but not limited to homeowners associations, cities and non-profit organizations. These funds will be in addition to the project funding and be used to leverage the projects funds to maximize the return on investment~~

Invoices for each task or subtask, along with required backup documentation shall be submitted once each individual site specific task or subtask deliverable has been submitted and accepted by the Department. A table of contents that details where the invoice documentation applying to each task and each category shall accompany each invoice.

~~This project is funded out of the Save Our Everglades Trust Fund, a Fixed Capital Outlay (FCO) category which may require release from the Governor's Office of Policy and Budget. The contractor/grantee shall submit monthly spending plans which project anticipated reimbursement requests out at least six (6) months to the Department to ensure timely release of funds. Plans should be submitted by close of business on the last business day of each month.~~



**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

**Grantee:** \_\_\_\_\_

**Grantee's Grant Manager:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Payment Request No.:** \_\_\_\_\_

**DEP Agreement No.:** \_\_\_\_\_

**Date Of Request:** \_\_\_\_\_

**Performance Period:** \_\_\_\_\_

**Task/Deliverable Amount Requested:** \$ \_\_\_\_\_

**Task/Deliverable No.:** \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
<b>Subcontracting:</b>			\$N/A	\$N/A
Planning	\$	\$	\$N/A	\$N/A
Design	\$	\$	\$N/A	\$N/A
Construction	\$	\$	\$N/A	\$N/A
Equipment Purchases	\$N/A	\$N/A	\$N/A	\$N/A
Supplies/Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land	\$	\$	\$N/A	\$N/A
Indirect	\$N/A	\$N/A	\$N/A	\$N/A
<b>TOTAL AMOUNT</b>	\$	\$	\$N/A	\$N/A
<b>TOTAL TASK/DELIVERABLE BUDGET AMOUNT</b>	\$		\$N/A	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$N/A	
<b>TOTAL REMAINING IN TASK</b>	\$		\$N/A	

**GRANTEE CERTIFICATION**

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

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

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

**DATE OF REQUEST:** This is the date you are submitting the request.

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

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

**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.:** This is 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).

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was expended for this task during the period 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 the task on the "TOTAL TASK BUDGET AMOUNT" 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 TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" 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 you are reporting on). Enter the column total on the "TOTALS" 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 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 TASK BUDGET AMOUNT" 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 TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

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

**GRANTEE CERTIFICATION:** Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

**NOTES:**

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

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

## 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](http://www.fldfs.com/aadir/reference_guide.htm)

**ATTACHMENT D**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	S0714		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>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.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0714 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 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

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

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this 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 \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

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

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

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

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

**PART V: RECORD RETENTION**

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

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**EXHIBIT -1**

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

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

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Save of Everglades Trust Fund, Line Item 1627A	2014-2015	37.039	TMDL Grant Program	\$10,000,000.00	141120

<b>Total Award</b>					<b>\$10,000,000.00</b>
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

V. A. J.

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Infantini, Trudie		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Commission	
MAILING ADDRESS 1311 E New Haven Ave		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Melbourne	COUNTY Brevard	<input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED July 22, 2014		NAME OF POLITICAL SUBDIVISION: District 3	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

**PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

**WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:**

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Trudie Infantino, hereby disclose that on July 22, 20 14 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

V A Z provides funding for an organization connected to my employer (FIT).

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

7-22-14  
Date Filed

Trudie Infantino  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.