

Meeting Date
April 19, 2016



AGENDA	
Section	CONSENT
Item No.	II.A.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Florida Department of Environmental Protection Cost-Share Agreement for the Brevard County Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon #S0766 Fiscal Impact: Legislative Funding of \$800,000. No Cost Share Required
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Board of County Commissioners: (1) Authorize the Chairman to execute Cost-Share Agreement Contract #S0766 between Brevard County and the Florida Department of Environmental Protection for the Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon Project; (2) Authorize the County Manager, or designee, to execute future contract amendments subject to the approval of the County Attorney's Office and Risk Management; and (3) Approve associated budget change requests.

Summary Explanation & Background:

Brevard County (Grantee) received funding from the Florida Legislature in the amount of \$800,000 through Specific Appropriation Line Item No.1668A, General Revenue Fund, Fiscal Year (FY) 2014 - 2015, General Appropriations Act. This funding is for the purpose of reducing muck sources and prioritizing the removal of legacy muck from the Indian River Lagoon and its watershed. An excessive accumulation of fine-grained organically rich sediment, known as "muck" has smothered the healthy sandy sediments that sustain seagrass growth, preventing seagrass success and mechanisms for recovery, and eliminating the ability of seagrass beds to provide critical ecosystem support services.

Detrimental muck, accumulated over decades, is negatively impacting the health and natural resilience of the Indian River Lagoon. First, this grant funds the harvest and removal of muck-building, noxious aquatic weeds upstream of the Lagoon. Secondly, this project will characterize sediment toxicity in the two most muck – laden sub-basins of the Lagoon in Brevard County and produce contaminant level maps for prioritizing future muck dredging projects.

This project will also assist in the County's effort to meet the Federal and State Total Maximum Daily Load reduction mandates for the Indian River Lagoon.

This stormwater project is designed to improve the Indian River Lagoon water quality by reducing sediment and nutrient loadings to the Indian River Lagoon system and by providing toxicity maps for prioritizing future dredging.

Fiscal Impact: FY 15-16: \$800,000 of Revenue

Contact: John Royal (X52412) or Virginia Barker (X52435), NRM

Clerk to the Board instruction: Total of three signed original contracts needed – one for the Clerk to the Board and two for FDEP.

Exhibits Attached: **ATTACHMENT A** - Contract Review/Approval Sheets
ATTACHMENT B - Contract S0766

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager		Department Director/Extension				
Stockton Whitten			Virginia Barker		X52435		



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

April 20, 2016

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Office Director

RE: Item II.A.2., Florida Department of Environmental Protection Cost-Share Agreement No. S0766 for Brevard County Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon

The Board of County Commissioners, in regular session on April 19, 2016, authorized the Chairman to execute Cost-Share Agreement Contract #S0766 between Brevard County and the Florida Department of Environmental Protection for the Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon Project; authorized the County Manager, or designee, to execute future contract amendments subject to the approval of the County Attorney's Office and Risk Management; and approved associated budget change requests. Enclosed are three executed Agreements.

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

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cm

Encls. (3)

cc: Contracts Administration
Finance
Budget



DEP AGREEMENT NO. S0766

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT

PURSUANT TO LINE ITEM 1668A OF THE FY14-15 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 Jamison Way, A219, Viera, Florida 32940 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Brevard County Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon. 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 August 31, 2018 inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2014 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 \$800,000. 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. Changes to approved budget categories within a single task that are less than 10% of the total approved task budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved task budget amount, or changes that transfer funds from one task to another task, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- 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:

- i. Salaries/Wages – List personnel involved, salary rates and hours spent on the project in accordance with **Attachment A, Grant Work Plan**.
- ii. Overhead/Indirect/General and Administrative Costs – 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 the Grantee 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.
 - a. Fringe Benefits – Actual costs not to exceed the budget amount identified in **Attachment A**.
 - b. Indirect Cost – Shall not be reimbursed under this Agreement.
- iii. 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. 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.
 - iv. Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
 - v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is subject to specific approval of the Department. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment F, Property Reporting Form**.
 - vi. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.
 - vii. Other Expenses – For example, materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- 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:**

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.

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. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful 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 and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. 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 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. **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 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. **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.

17. CONTACTS:

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

Amanda Peck	
Florida Department of Environmental Protection	
Nonpoint Source Management Section	
3900 Commonwealth Blvd., MS. 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2948
Fax No.:	(850) 245-8434
E-mail Address:	Amanda.Peck@dep.state.fl.us

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

Lorraine Guise	
Brevard County Natural Resources Management Department	
2725 Judge Fran Jamieson Way, A219	
Viera, Florida 34940	
Telephone No.:	(321) 633-2016 Ext. 52447
Fax No.:	(321) 633-2168
E-mail Address:	lorraine.guise@brevardcounty.us

18. INSURANCE:

To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

- A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

- B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. 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 any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

- C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly 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 any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. 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 Automobile Liability Coverage

- D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster'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. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work**

Plan. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lsccontac.htm>) or to the parties' insurance carriers.

E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.**

F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 18.F. supersedes 18.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

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:

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment F, Property Reporting Form**, and forward it along with the appropriate invoice(s) to the Department's Grant Manager. The following terms shall apply:

- A. The Grantee 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. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved task budget (per Paragraph 3). 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 Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved task budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. 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.

23. **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**.

24. **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.

25. **LAND ACQUISITION:**

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

26. **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.

27. **EXECUTION IN COUNTERPARTS:**

This Agreement 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.

28. **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.

29. **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]
Title: *Chairman

By: [Signature]
Secretary or designee

Jim Barfield, Chairman
Print Name and Title

4/12/16
Print Name and Title

Date: _____
As approved by the Board on April 19, 2016

Date: _____

Attest [Signature]

[Signature]
Amanda Peck, DEP Grant Manager

[Signature]
QC Review By

Scott Ellis, Clerk
Typed Name and Title

Reviewed for Legal form and content by:
[Signature]
Christine Lepore, Assistant County 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 (3 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>
<u>Attachment</u>	<u>F</u>	<u>Property Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>G</u>	<u>Quality Assurance Requirements (7 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Brevard County Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon

PROJECT AUTHORITY: Brevard County (Grantee) received funding from the Florida Legislature in the amount of \$800,000 through Specific Appropriation Line Item No.1668A, General Revenue Fund, Fiscal Year (FY) 2014 - 2015, General Appropriations Act. The Grantee received this funding for the purpose of reducing muck sources and prioritizing the removal of legacy muck from the Indian River Lagoon and its watershed. Authority for this Project is specified in Section 403.885, Florida Statutes. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

PROJECT LOCATION: Upper St. Johns Watershed (Hydrologic Unit Code (HUC) 03080101), Cape Canaveral Watershed (HUC 03080202), and Vero Beach Watershed (HUC 03080203); Brevard County, FL.

PROJECT BACKGROUND: The Indian River Lagoon (IRL) is a diverse, shallow-water estuary stretching 156 miles along 40 percent of Florida's east coast. Approximately 71 percent of the lagoon's open waters lie within Brevard County. The lagoon is an important economic resource to the state, providing a total estimated annual economic value of \$3.7 billion, supporting 15,000 full and part-time jobs and providing recreational opportunities for 11 million people annually. In spring 2011, an algal "superbloom" occurred in the IRL, mainly in the Brevard County portion. Approximately 47,000 acres of seagrasses were lost, a reduction of about 60 percent, valued at \$235 to \$470 million in annual commercial and recreational fisheries losses. Seagrasses serve an important biological role in providing food, shelter and nursery areas for marine life in the lagoon. Chemically, they function to filter excess nutrients and other pollutants while producing oxygen in the water column; and physically they stabilize the sediment, ultimately preventing its rapid transport, turbidity and the associated degradation of the entire ecosystem. An excessive accumulation of fine-grained organically rich sediment, known as "muck" has inundated the beneficial sandy sediment that is needed to sustain seagrass growth, preventing seagrass success and mechanisms for recovery, and eliminating its ability to provide critical ecosystem support services. This detrimental muck, along with polluted sediment from decades of activities within the lagoon and surrounding areas, is negatively impacting the health and natural resilience of the Indian River Lagoon. This project will help restore this national estuary as a major economic resource for the local community and the state of Florida.

PROJECT DESCRIPTION: This project is part of an annual multi-million dollar effort to reduce pollution, remove muck and restore the natural filtration systems of the lagoon. This proposal strategically targets removing muck-building noxious aquatic weeds at their sources in the contributing watershed, from stormwater treatment and conveyance systems that drain to the IRL. Secondly, this project will characterize and prioritize legacy loads of muck already accumulated in critical areas of the IRL by sediment toxicity testing and producing contaminant level maps. Sub-basin nutrient and muck exchange assessments will be used to prioritize muck remediation in the IRL.

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

Objective 1: Develop and initiate a program for mechanical harvesting.

Objective 2: Map sediment toxicity in the two most muck-laden segments of the Indian River Lagoon in Brevard County.

Objective 3: Measure the transfer of pollution between sub-basins of the Indian River Lagoon in Brevard County.

Objective 4: Engage Brevard County students and volunteers in scientific analysis of the sources and sinks of major pollutants that hamper seagrass recovery.

TASKS and DELIVERABLES:

Task 1: Source Reduction Survey and Aquatic Plant Harvesting

Description: Up to 102 of the Grantee's stormwater treatment ponds will be surveyed and prioritized for harvesting. Grantee staff will use geographic information system (GIS) and field verification to prioritize harvest areas according to their harvesting potential. This analysis will consider percent of vegetative cover, plant species density, species dominance, nutrient removal potential, connectivity to the IRL, accessibility for harvesting efforts and other

site suitability criteria. The Grantee will select approximately 30 ponds from the priority list generated from the survey and perform mechanical aquatic plant harvesting with the purchased equipment.

During each harvesting event, vegetation samples will be collected for laboratory analysis of total nitrogen TN, total TP, and mercury in accordance with the Quality Assurance Project Plan (QAPP) developed in Task 2. Nutrient content will be evaluated for individual plant species along with total biomass removed from each pond or canal. The TN and TP removed will be calculated in order to determine a cost per pound removal rate for comparison to existing and common stormwater BMPs.

Deliverable 1a: Source Reduction Survey and Aquatic Plant Harvesting conducted as described in this task, as evidenced by electronic copies of: 1) pre-harvesting pond survey analysis and a list of the 30 ponds selected for harvesting, including GPS locations; and 2) documentation of the proper disposal of the vegetation debris removed. Documentation should include tipping fees, number of tons, name and location of the disposal facility, summary of the volume and nutrient content of the vegetation removed, and dated before- and after-harvesting operations color photos. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

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.

Deliverable 1b: Summary of completed monitoring activities for aquatic plant harvesting: 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 final laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Discussion of whether the anticipated benefits have been/will be realized (e.g., why a BMP did or did not exceed the expected removal efficiency). Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

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

Task 2: Quality Assurance Project Plan

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, except for the sampling conducted by students and citizen scientists identified in Task 3. 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 2a: 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 review 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 2b: 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 incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Task 3: Muck Legacy Load Toxicity and Transport Assessment

Description: The Grantee will competitively procure a Contractor to conduct sampling and testing within seagrass segments and produce a contaminant level map. The Contractor will:

- Identify up to seventy (70) sites per square mile of water surface for sampling approximately four (4) square miles of the lagoon, and collect up to five (5) sediment samples from each site. See Figure 1 for anticipated seagrass segment locations.
- Collect composite and test site samples for total toxicity. The testing will be performed by students and citizen scientists as part of an educational/outreach component.
- Produce color gradient jpeg electronically formatted map(s), indicating levels of each contaminant by a color scale ranging from blue (lowest) to red (highest). These maps will be distributed to inform decision makers in all agencies involved in prioritizing and funding lagoon restoration actions.
- Install Kilroy monitoring stations at two (2) locations in the IRL to examine the exchange of pollutant loading between major sub-basins. Final station locations and setup will be coordinated with the St. Johns River Water Management District (SJRWMD) in order to ensure data compatibility and maximize the collective ability to answer key questions with available equipment and other resources.
- Maintain data reported from each Kilroy on the Kilroy website (<http://api.kilroydata.org/public/>).
- Temporarily install an array of flow meters adjacent to each Kilroy, in order to estimate total transport between sub-basins of the lagoon using actual flow and concentrations measured at each Kilroy station. Gross transport and the net exchange of loading between sub-basins will be estimated. The timing and quantity of this loading exchange will be used to inform jurisdictions that are responsible for meeting state-mandated Total Maximum Daily Loads (TMDL) for nutrients and federally mandated Numeric Nutrient Criteria for chlorophyll. Jurisdictions will be able to use this information to prioritize the siting of future stormwater treatment projects for the maximum benefit of the lagoon.

Due to the harsh environment and unknown conditions, instruments may fail and require repair and/or replacement. All efforts will be made to repair instruments in a timely manner; however, data collection for the impacted unit may be temporarily discontinued until the problem is resolved. The data will be evaluated in accordance with the QAPP.

Deliverable 3a: Muck Legacy Load Toxicity and Transport Assessment conducted as described in this task, as evidenced by electronic copies of: 1) maps with GPS locations of final toxicity sampling sites; 2) sampling results displayed on color gradient maps indicating toxicity levels with number distributed and where; 3) student/volunteer registrations and daily sign-in sheets, presentations, and training materials; 4) screen captures of data collected by the Kilroys and associated sensors, analyzed and posted in near real-time on ORCA's website.

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.

Deliverable 3b: Summary of completed monitoring activities for the Kilroys; sampling conducted and any not conducted and why, interpretation of monitoring results submitted electronically, along with access to the monitoring data on the Kilroy website to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

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

Task 4: Equipment Purchase

Description: The equipment to be purchased for aquatic harvesting will be dedicated to the continuation of the harvesting efforts under this pilot project. The Nitrate and Phosphorus probes for the Kilroys will be purchased by the Grantee to allow their use following this project to evaluate nutrient loadings from outfalls in order to prioritize project location selection in support of the Indian River Lagoon BMAP.

The Grantee will purchase the following equipment for the Source Reduction Aquatic Harvesting (for Deliverable 4a): an Aquatic Harvester Model No. Truxor DM-5000 (or equivalent), a 2015 GMC Sierra 3500 HD Dual Rear Wheel 4 x 4 Pickup Truck (or equivalent), a Superior Sheds (or equivalent) 24' x 31' x 10' Carport with an enclosed 10'-11' section for Equipment Storage, Dump Series Trailer 8' x 20' Model No. DG7T (or equivalent), and a Pond Hippo Pond Skimmer (or equivalent). The Grantee will retain possession of the equipment at the end of the grant period.

The Grantee will purchase the following equipment for the Muck Legacy Load Toxicity and Transport Assessment (for Deliverable 4b): Two (2) Phosphate and Nitrate Sensors and two (2) YSI EXO2 Sondes (or equivalent). The Grantee will retain possession of the equipment at the end of the grant period.

Deliverable 4a: Purchase of the equipment (Aquatic Harvester, Pickup Truck, Carport, Trailer, Pond Skimmer) as evidenced by: Purchase order(s); vendor invoice(s) for delivery, installation and start-up; proof of payment to vendor; Bills of Lading; and pictures of equipment purchased. Completed Property Reporting Form, DEP 55-212 (02-03) Attachment F with invoice copy.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure 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.

Deliverable 4b: Purchase of the equipment (Phosphate and Nitrate Sensors, YSI EXO2 Sondes) as evidenced by: Purchase order(s); vendor invoice(s) for delivery, installation and start-up; proof of payment to vendor; Bills of Lading; and pictures of equipment purchased. Completed Property Reporting Form, DEP 55-212 (02-03) Attachment F with invoice copy.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure 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.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Source Reduction-Aquatic Plant Harvesting	July 1, 2014	June 30, 2018	June 30, 2018
2	Quality Assurance Project Plan	July 1, 2014	June 30, 2018	June 30, 2018
2a	Draft QAPP			June 30, 2018
2b	Final QAPP			June 30, 2018
3	Muck Legacy Load Toxicity and Transport Assessment	July 1, 2014	June 30, 2018	June 30, 2018
3a	Assessment			June 30, 2018
3b	Summary of Monitoring Activities			June 30, 2018
4	Equipment Purchase	July 1, 2014	June 30, 2018	June 30, 2018
4a	Harvester, Truck, Carport, Trailer, Pond Skimmer			June 30, 2018
4b	Phosphate and Nitrate Sensors, YSI EXO2 Sondes			June 30, 2018

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BUDGET DETAIL BY TASK:

Task/ Deliverable No.	Budget Category	Budget Amount
1	Salaries	\$21,861
	Fringe	\$16,616
	Contractual Services	\$223,786
	Supplies/Other Expenses	\$11,300
	Total for Task:	\$273,563
2	Total for Task:	\$0
3	Contractual Services	\$261,000
	Total for Task	\$261,000
4a	Equipment	\$177,137
4b	Equipment	\$88,300
4	Total for Task	\$265,437
Total		\$800,000

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, \$
Salaries Total	\$21,861
Fringe Total	\$16,616
Contractual Services Total	\$484,786
Supplies/Other Expenses Total	\$11,300
Equipment Total	\$265,437
Total:	\$800,000

SALARIES BY TASK:

Task No.	Position Title	Rate/Hour	Fringe Rate*
1	Aquatic Weed Maintenance Worker	\$10.51	76%

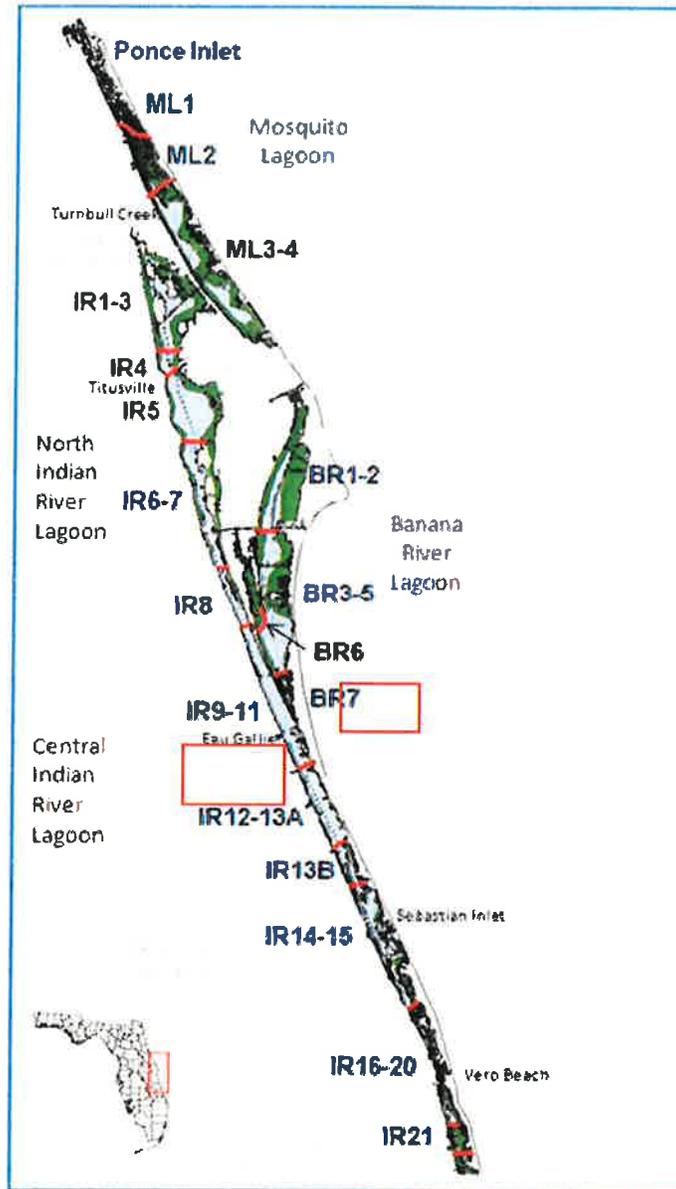
*Annually documented as actual cost paid.

AUTHORIZED EQUIPMENT BREAKOUT:

Task/ Deliverable No.	Equipment Description	Quantity	Allowable Cost not Exceed, \$
4a	Aquatic Harvester	1	\$113,339
	Pickup Truck	1	\$35,627
	Carport/Equipment Storage	1	\$6,355
	Trailer	1	\$19,574
	Pond Skimmer	1	\$2,242
Total for Task/Deliverable:			\$177,137
4b	Phosphate and Nitrate Sensors	2	\$47,300
	YSI EXO2 Sondes	2	\$41,000
Total for Task/Deliverable;			\$88,300

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Figure 1. Seagrass Segment Location



**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: S0766 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

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 FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$N/A	\$N/A
Overhead/Indirect/G&A Costs	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Indirect Cost	\$N/A	\$N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases (if authorized)	\$	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$	\$	\$N/A	\$N/A
Other Expenses	\$	\$	\$N/A	\$N/A
Land (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

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

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

- 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 project, which is underway, have been obtained.
- Activities up to the point of this disbursement is in compliance with the approved 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

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

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

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

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

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

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

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

DATE OF PAYMENT REQUEST: This is the date you are submitting the 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.: 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).

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

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'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.**

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

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0766		
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. S0766 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

- 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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

PART V: RECORD RETENTION

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

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EXHIBIT - 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1668A-Brevard County Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon	2014-2015	37.039	Statewide Surface Restoration and Wastewater Projects	\$800,000.00	140047
Total Award					\$800,000.00	

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.

**ATTACHMENT F
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0766**

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a DEP agreement (identify the property upgraded and the applicable DEP agreement on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form.

DESCRIPTION OF PROPERTY	SERIAL NO. OR OTHER ID NO.	COST**	ACQUISITION DATE	LOCATION/ADDRESS

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE:	Grantee's Project Manager:	Date:
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BELOW FOR DEP USE ONLY		
DEP CONTRACT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, SEND THIS COMPLETED FORM ALONG WITH INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/ INVOICE FOR PAYMENT.	
DEP Grant Manager Signature:	_____	Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of 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.
- 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. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method/analyte combinations to be performed. 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 provided to the DEP contract manager upon Contract execution and/or listed in the required Contract QA Plan (see Section 6 below), or upon receiving DoH certification (see items 2.a and 2.c, above).
- f. The CONTRACTOR shall ensure that an acceptable initial demonstration of capability (DOC) is performed as described in Appendix C of the 2003 NELAC Quality Systems Standards. 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. DOCs shall be performed and shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Contract QA Plan, before the test procedure is

- used to generate data for this Contract. Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. If requested by the Department, documentation that supports the DOC shall be made available for review.
- g. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples, if commercially available for the applicable Contract analytes.
 - (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
 - (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider or the laboratory.
 - (iii) Before providing analytical services for this Contract, the laboratory shall provide the results of the QCC sample(s) and the associated acceptable range(s), as established by the QCC sample provider or the laboratory, to the DEP contract manager. The submitted results shall be from QCC samples that have been completed within the previous six months prior to the submission date.
 - h. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those test methods not approved by the Department for standard environmental analyses according to rule 62-160.320, F.A.C., and/or those test methods outside of the scope of DoH ELCP accreditation) shall be described in a laboratory Standard Operating Procedure (SOP) or equivalent document, or in a published method or research article. In addition, any modifications made to the relevant SOPs or methods used to test samples for this Contract shall be documented by the laboratory. These SOPs or methods shall be submitted to the Department contract manager for review upon request, and the DEP contract manager may require submission of the documents for approval to begin contracted analyses.
 - (i) If sample data produced from a non-standard test method proposed for Contract analytes will be used in support of DEP rules, the proposed method shall be submitted for review and approval by DEP in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004, and rule 62-160.330, F.A.C.
 - (ii) Non-standard laboratory procedures or methods shall in all cases be approved by the DEP contract manager before use under this Contract and must be cited or described in the required Contract QA plan (see Section 6).
 - i. The contracted (and/or subcontracted) laboratory shall report Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) or other specified limits of detection and quantitation with the results of sample analyses. Limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined by the laboratory. The limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or in the Contract QA Plan (Section 6, below). The report MDLs and PQLs shall meet the data quality objectives for the Contract.
 - j. The CONTRACTOR shall ensure that the selected laboratory test methods listed in the QA Plan can provide results that meet the Contract data quality objectives.
 - k. The CONTRACTOR shall ensure that all laboratory testing procedures follow the analytical methods as approved in the QA Plan (see Section 6).
 - l. The CONTRACTOR shall ensure that the all laboratory quality control measures are consistent with Chapter 5 of the 2003 NELAC Quality Systems standards.

- m. The CONTRACTOR shall ensure that all sample results are calculated according to the procedures specified in the analytical test methods approved in the QA Plan.

3. **FIELD ACTIVITIES**

- a. The CONTRACTOR shall ensure that all sample collection and field testing activities are performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014), except when such field testing is primarily for educational purposes and data will not be used in support of DEP rules. The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the QA Plan (see Section 6).
- b. Any field procedure other than those in DEP-SOP-001/01 that is proposed for use under this Contract shall be described in the CONTRACTOR'S (or subcontractor's) internal Standard Operating Procedure (SOP) or equivalent document, or in a published method or research article, and shall be submitted for review and approval to the Department contract manager. Any proposed modifications to be made to the submitted SOP or method or proposed modifications to any DEP SOP to be used for the collection or testing of samples for this Contract shall be documented by the CONTRACTOR (or subcontractor) as part of the submission. These SOPs or methods shall be submitted to the Department contract manager for review upon request, and submission may be required by the DEP contract manager for approval to begin work for the contract.
 - (i) If sample data produced from a non-standard field procedure proposed for this Contract will be used in support of DEP rules, the proposed procedure shall be submitted for review and approval by DEP in accordance with rule 62-160.220, F.A.C.
 - (ii) Non-standard field procedures or methods shall in all cases be approved by the DEP contract manager before use under this Contract and shall be cited or described in the required Contract QA plan (see Section 6).
- c. The CONTRACTOR shall ensure that the following field quality controls are incorporated into the project design for applicable laboratory test methods:
 - (i) Matrix-Related Quality Controls - For those test methods and analytes that are amenable to spiking and/or replicating, the CONTRACTOR shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
 - (1) The first time a sample from a sample collection matrix (see Table FA 1000-1 in DEP SOP FA 1000) is collected;
 - (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
 - (3) The last time samples are collected for the sample collection matrix.
 - (ii) 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 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 QA Plan (section 6 below).
 - (1) 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 (2) 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.

- (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the field organization shall ensure that the analyte in the affected sample is reported 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 "10%" criterion for the affected analyte (see Table 1, in Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. The CONTRACTOR shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the generation (or completion) of the records, as applicable to the contract.
- b. 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.
- c. Any documentation or reports specifically identified in this Contract as deliverable work products shall be retained as above.
- d. 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.
- e. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department.
- f. The CONTRACTOR shall ensure that all laboratory reports for certified methods are issued in accordance with 2003 NELAC Quality Systems requirements. Upon request by the Department, these reports shall be submitted to the DEP contract manager and shall include the following information:
 - ▶ 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
 - ▶ Sample type (e.g., client sample, lab control sample, method blank, matrix spike, lab sample duplicate)
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards

- Field quality control results, including trip blanks, field blanks, equipment blanks, and field duplicates (or replicates), as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
 - ▶ Results of surrogate spike analyses (if performed)
 - ▶ Results of laboratory control samples (LCS)
 - ▶ Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s)
 - ▶ Acceptance criteria used to evaluate each reported quality control measure
- g. Upon request by the Department, the CONTRACTOR shall ensure that the following field-related information is reported to the DEP contract manager:
 - ▶ 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 QC failures, corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, duplicate or split sample results), unacceptable field measurements or other problems related to the sampling event.
- h. The Department reserves the right to request some or all of the laboratory or field information in a specified format.
 - (i) The CONTRACTOR shall report the data electronically using the following format(s): .xls or .xlsx
 - (ii) The CONTRACTOR shall report the data electronically using the following format(s): .doc, .docx, or .pdf

5. **AUDITS**

- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the CONTRACTOR, upon request by the Department, shall provide all field and laboratory records pertinent to the contracted field and/or laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of this Contract, do not meet the data quality objectives specified by the Contract QA requirements, or do not meet any other applicable Department requirements associated with the intended use of the data generated from field and/or laboratory services purchased under this Contract, 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, the CONTRACTOR and all subcontractors shall review the 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 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 item (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. These audits shall be documented in the CONTRACTOR's and subcontractors' records.
- d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the CONTRACTOR shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the Contract QA Plan and this Attachment.
 - (i) The CONTRACTOR shall ensure that all applicable data quality acceptance and usability criteria specified in the procedures, test methods and Quality Manuals used for this Contract, the Contract QA Plan and this Attachment have been met.
 - (ii) The CONTRACTOR shall ensure that the results of all quality control measures are evaluated according to the acceptance criteria listed in the applicable procedures, test methods and Quality Manuals used for this Contract, the Contract QA Plan and this Attachment.
 - (iii) The CONTRACTOR shall ensure that all sample results are evaluated according to all applicable usability criteria specified in the procedures, test methods and Quality Manuals used for this Contract, the Contract QA Plan and this Attachment.

6. **QA PLAN**

- a. The CONTRACTOR shall submit the QA Plan identified below to the DEP contract manager no later than 120 days 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. The document shall be submitted as a Sampling and Analysis Plan (or project proposal). The plan shall discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02.
- b. The CONTRACTOR and subcontractors 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 number shall appear on the title page of the submitted QA Plan. Within 45 days 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 from the receipt of review comments to respond. The Department shall respond to all revisions to the QA Plan within 30 days of receipt of any revisions.
- d. If the review of the QA Plan by the Department is delayed, through no fault of the CONTRACTOR, beyond sixty (60) days after the QA Plan is received by the Department, 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.
 - (i) Sampling and analysis for the Contract may not begin until the QA Plan has been approved (or conditionally approved).
 - (ii) Work may not begin for specific Contract tasks until approval (or conditional approval) of any non-standard field or laboratory procedures or methods (items 2.h. and 3.b., above) has been received by the CONTRACTOR from the Department contract manager.
 - 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 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 (i): Provided in a new QA Plan

7. DELIVERABLES

- a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
 - (i) Laboratory certification numbers, per item 2.e above.
 - (ii) Copies of the QCC sample results per item 2.g. above.
 - (iii) Non-standard laboratory or field procedures – The CONTRACTOR shall submit to the DEP contract manager all required information necessary for review of non-standard procedures per items 2.h. and 3.b. above.
 - (iv) Reports of planning review audits as specified in item 5.b. above.
 - (v) Statements of Usability as specified in item 5.d. above.
 - (vi) QA Plan per Section 6, above.

8. CONSEQUENCES

- a. Failure to comply with any requirement of this attachment 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.

ATTACHMENT A

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
CONTRACT FORM**

SECTION I

CONTRACTOR: Florida Department of Environmental Protection

RE: FDEP Agreement S0766 – Brevard County Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon

BUSINESS AREA/COST CENTER: Split among 5 districts

DEPARTMENT DIRECTOR: Virginia Barker, Director

USER AGENCY CONTACT: Loraine Guise

CONTRACT MONITOR: Loraine Guise

CONTRACT DESCRIPTION: Contract with FDEP allowing receipt of Legislative Funding for \$800,000 Cost Share.

MAIL CODE: #81

SECTION II

REVIEW

	APPROVAL		DATE
	YES	NO	
USER AGENCY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>3/28/2016</u>
COUNTY ATTORNEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>3/28/16</u>
RISK MANAGEMENT	<input type="checkbox"/>	<input type="checkbox"/>	_____
COUNTY ADMINISTRATION	<input type="checkbox"/>	<input type="checkbox"/>	_____
PURCHASING DEPT.	<input type="checkbox"/>	<input type="checkbox"/>	_____

IF ANY REVIEWING OFFICE HAS QUESTIONS, COMMENTS OR REQUIRES ADDITIONAL INFORMATION REGARDING THIS PACKAGE, PLEASE CONTACT USER AGENCY.

PLEASE CALL Loraine Guise AT 633-2016 AFTER REVIEW IS COMPLETE. THANK YOU.

[3 ORIGINALS FOR SIGNATURE IF APPROVED]

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
CONTRACT FORM**

SECTION I

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SECTION II

REVIEW

	APPROVAL		DATE
	YES	NO	
USER AGENCY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>3/28/2016</u>
COUNTY ATTORNEY	<input type="checkbox"/>	<input type="checkbox"/>	_____
RISK MANAGEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/29/2016
COUNTY ADMINISTRATION	<input type="checkbox"/>	<input type="checkbox"/>	_____
PURCHASING DEPT.	<input type="checkbox"/>	<input type="checkbox"/>	_____

IF ANY REVIEWING OFFICE HAS QUESTIONS, COMMENTS OR REQUIRES ADDITIONAL INFORMATION REGARDING THIS PACKAGE, PLEASE CONTACT USER AGENCY.

PLEASE CALL Loraine Guise AT 633-2016 AFTER REVIEW IS COMPLETE. THANK YOU.

[3 ORIGINALS FOR SIGNATURE IF APPROVED]

Royal, John

From: Jones, Julie L
Sent: Tuesday, March 29, 2016 11:46 AM
To: Royal, John
Subject: FW: FDEP Agreement S0766 – Brevard County Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon
Attachments: FDEP Agreement S0766.doc

Reviewed and approved.

Please let me know if you need anything else.

Julie Jones
Risk Manager
321-617-7247

From: Visco, Gerard
Sent: Monday, March 28, 2016 12:24 PM
To: Jones, Julie L
Subject: FW: FDEP Agreement S0766 – Brevard County Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon

For your action.

Gerry Visco
Director of Human Resources
321-637-5446
321-637-5364 (Fax)
gerard.visco@brevardcounty.us



Please note: Florida has a very broad public records law. Most written communications to or from county employees regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Please take a moment and let me know how I am doing, by taking our survey.

<http://web.brevardcounty.us/CustomerService/Feedback.aspx>

From: Royal, John
Sent: Monday, March 28, 2016 10:28 AM
To: Visco, Gerard
Subject: FDEP Agreement S0766 – Brevard County Source Reduction and Legacy Load Remediation of Muck in the Indian River Lagoon

ATTACHMENT B