

MEMORANDUM

Agenda Item No. 14(A)(3)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 15, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Grant
Agreement No. C2001 with the
Florida Department of
Environmental Protection which
provides up to \$10,000,000.00 to
Miami-Dade County for the
Biscayne Bay Water Quality
Characterization and Pollution
Reduction Project, authorizing
the County Mayor to execute
said Grant Agreement,
authorizing the County Mayor to
accept funds under this
Agreement, develop task and
deliverables under this
Agreement, execute amendments
for extensions of time to the
Agreement, and execute task
orders and task assignment
change orders

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Rebeca Sosa.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

MIAMI-DADE
COUNTY

Date: June 15, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
County Mayor

Daniella Levine Cava

Subject: Resolution Approving Grant Agreement No. C2001 with the Florida Department of Environmental Protection for the Biscayne Bay Water Quality Characterization and Pollution Reduction Project and Authorizing the County Mayor or County Mayor's Designee to Execute and Amend the Agreement

Recommendation

It is recommended that the Board of County Commissioners (Board) approve Grant Agreement No. C2001 (Agreement) between the Florida Department of Environmental Protection (FDEP) and Miami-Dade County which provides up to \$10,000,000.00 to Miami-Dade County (County) for the Biscayne Bay Water Quality Characterization and Pollution Reduction Project, authorizes the County Mayor or County Mayor's designee to execute the Agreement, and authorizes the County Mayor or County Mayor's designee to accept funds under this Agreement, develop tasks and deliverables under this Agreement, and execute time extension amendments to this Agreement. The Agreement is attached as Exhibit 1 to the resolution.

Scope

This Agreement identifies projects within specific regions to include water quality characterization in the Miami River and Inlet Contributing Area and Little River and Biscayne Canal Basins, as well as septic to sewer conversion projects within or adjacent to the Little River Basin and the proposed Little River Adaptation Action Area. These projects will be located in Commission Districts 2, 3, 4, and 5, which are represented by Commissioner Jean Monestime, Commissioner Keon Hardemon, Commissioner Sally Heyman and Commissioner Eileen Higgins, respectively. The Agreement also identifies project categories related to the use of innovative stormwater and wastewater technologies, education and outreach, and restoration and living shoreline projects that are expected to have a countywide impact. A healthy Biscayne Bay benefits all residents and visitors, therefore the benefits of this resolution are countywide.

Fiscal Impact/Funding Source

The Agreement will reimburse Miami-Dade County up to \$10,000,000.00 for the Biscayne Bay Water Quality Characterization and Pollution Reduction Project. A match is not required by the Department of Environmental Protection's Coral Reef Protection and Restoration Grant program. Pursuant to the attached Agreement, the County will submit invoices to FDEP for reimbursement of up to \$10,000,000.00. Pursuant to the Agreement, any additional funds necessary for the completion of the Project would be the County's responsibility.

Track Record/Monitor

The Assistant Director of the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (RER-DERM), Lee Hefty, will monitor the proposed Agreement.

Delegation of Authority

This item delegates authority to the County Mayor or County Mayor’s designee to execute the Grant Agreement attached as Exhibit 1 to the resolution. Furthermore, this item authorizes the County Mayor or County Mayor’s designee to accept funds from FDEP under the Agreement, develop task and deliverables for FDEP approval under the Agreement, and execute amendments for time extensions to the Agreement. In addition, this item authorizes the County Mayor or County Mayor’s designee to execute task assignments and task assignment change orders on behalf of the County.

Background

As announced in Governor DeSantis’ December 21, 2020 press conference on Biscayne Bay resiliency, the state of Florida’s 2020-2021 budget will include \$10,000,000.00 for coral reef restoration and protection. The state is making this funding available to allow FDEP and Miami-Dade County to approach coral restoration from a broader ecosystem perspective by addressing water quality issues affecting coral health. While Miami-Dade County and FDEP have worked together to better understand the nature of diseases and other coral reef stressors, this funding opportunity seeks to identify the potential sources of water quality pollution that may be causing disease and declined coral reef health. Identifying these sources of pollution will also inform current and future Biscayne Bay recovery initiatives. The reefs within Miami-Dade County occur directly offshore from the inlets that connect to Biscayne Bay and receive outflows from the interconnected system of primary and secondary canals among other sources. The County has recognized the impacts caused by deteriorating water quality as evidenced by seagrass die-offs, algal blooms, and a fish kill in recent years. In recognizing these impacts, the Board created the Biscayne Bay Task Force (Task Force) in February of 2019 and accepted the Task Force’s report as well as an implementation plan in October of 2020. The state has also recognized that water leaving the urbanized landscape with high concentrations of bacteria and nutrients can ultimately impact the resources of the Biscayne Bay Aquatic Preserves and Florida’s coral reef tract.

In support of the County’s Task Force recommendations and in alignment with the state’s coral reef protection and restoration goals, Miami-Dade County is being awarded \$10,000,000.00 from the state’s newly created Coral Reef Protection and Restoration Grant Fund. Projects funded through this award will support a greater understanding and potential improvement of water quality within Biscayne Bay and South Florida’s reef tract. Projects will be developed by County staff and submitted to FDEP for approval under the following six categories of Water Quality Initiatives:

- Water Quality Characterization
- Innovative Technology
- Education and Outreach
- Septic to Sewer Conversions
- Stormwater Treatment
- Biological Restoration to Enhance Water Quality

detailed in Attachment 3, page 3 of the Agreement. Scopes of work that describe the tasks, QA protocols, and related budget required as a fixed cost will be submitted for each project. If a task is not one hundred percent complete, then a financial consequence equivalent to the percent of services not completed will be subtracted from the total amount to be paid to the grantee. With prior written consent from FDEP, the Agreement allows for the awarding of fixed-priced subcontracts to contractors in a competitive procurement process to perform the work described in Attachment 3. Furthermore, the County’s designated grant manager may request advanced approval from FDEP to award fixed-priced subcontracts from procurement methods other than those described above. Under

this Grant, the County may subcontract work under this Agreement with the prior written consent of FDEP's Grant Manager.

Although not required by the Agreement, Miami-Dade County has developed a matching projects list to increase the environmental benefits of this grant award and continues to partner with the state in managing and protecting the health of Biscayne Bay and Florida's coral reef tract for all Miami-Dade County residents and visitors alike.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 15, 2021

FROM: Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

“3-Day Rule” for committees applicable if raised

6 weeks required between first reading and public hearing

4 weeks notification to municipal officials required prior to public hearing

Decreases revenues or increases expenditures without balancing budget

Budget required

Statement of fiscal impact required

Statement of social equity required

Ordinance creating a new board requires detailed County Mayor's report for public hearing

No committee review

Applicable legislation requires more than a majority vote (i.e., 2/3's present ___, 2/3 membership ___, 3/5's ___, unanimous ___, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ___, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ___, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ___) to approve

Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____
Veto _____
Override _____

Mayor

Agenda Item No. 14(A)(3)
6-15-21

RESOLUTION NO. _____

RESOLUTION APPROVING GRANT AGREEMENT NO. C2001 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WHICH PROVIDES UP TO \$10,000,000.00 TO MIAMI-DADE COUNTY FOR THE BISCAYNE BAY WATER QUALITY CHARACTERIZATION AND POLLUTION REDUCTION PROJECT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID GRANT AGREEMENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCEPT FUNDS UNDER THIS AGREEMENT, DEVELOP TASK AND DELIVERABLES UNDER THIS AGREEMENT, EXECUTE AMENDMENTS FOR EXTENSIONS OF TIME TO THE AGREEMENT, AND EXECUTE TASK ORDERS AND TASK ASSIGNMENT CHANGE ORDERS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves Grant Agreement No. C2001 (Agreement), in substantially the form attached hereto as Exhibit 1 and made a part hereof, between the Florida Department of Environmental Protection and Miami-Dade County which provides up to \$10,000,000.00 to Miami-Dade County for the Biscayne Bay Water Quality Characterization and Pollution Reduction Project.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Agreement, in substantially the form attached as Exhibit 1.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to accept funds under this Agreement, develop tasks and deliverables under this Agreement, execute amendments for extensions of time to the Agreement, and to execute task orders and task assignment change orders on behalf of the County.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of June, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Abbie Schwaderer-Raurell

EXHIBIT 1

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:												
2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)												
Grantee Name:	Entity Type:												
Grantee Address:	FEID: (Grantee)												
3. Agreement Begin Date:	Date of Expiration:												
4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s):												
Project Description:													
5. Total Amount of Funding:	<table border="1"><tr><td>Funding Source?</td><td>Award #'s or Line Item Appropriations:</td><td>Amount per Source(s):</td></tr><tr><td><input type="checkbox"/> State <input type="checkbox"/> Federal</td><td></td><td></td></tr><tr><td><input type="checkbox"/> State <input type="checkbox"/> Federal</td><td></td><td></td></tr><tr><td><input type="checkbox"/> Grantee Match</td><td></td><td></td></tr></table>	Funding Source?	Award #'s or Line Item Appropriations:	Amount per Source(s):	<input type="checkbox"/> State <input type="checkbox"/> Federal			<input type="checkbox"/> State <input type="checkbox"/> Federal			<input type="checkbox"/> Grantee Match		
Funding Source?	Award #'s or Line Item Appropriations:	Amount per Source(s):											
<input type="checkbox"/> State <input type="checkbox"/> Federal													
<input type="checkbox"/> State <input type="checkbox"/> Federal													
<input type="checkbox"/> Grantee Match													
Total Amount of Funding + Grantee Match, if any:													
6. Department's Grant Manager	Grantee's Grant Manager												
Name: _____	Name: _____												
or successor	or successor												
Address: _____	Address: _____												
_____	_____												
Phone: _____	Phone: _____												
Email: _____	Email: _____												
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:													
<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements													
<input type="checkbox"/> Attachment 2: Special Terms and Conditions													
<input type="checkbox"/> Attachment 3:													
<input type="checkbox"/> Attachment 4: Public Records Requirements													
<input type="checkbox"/> Attachment 5: Special Audit Requirements													
<input type="checkbox"/> Attachment 6: Program-Specific Requirements													
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.													
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)													
<input type="checkbox"/> Additional Attachments (if necessary):													
<input type="checkbox"/> Exhibit A: Progress Report Form													
<input type="checkbox"/> Exhibit B: Property Reporting Form													
<input type="checkbox"/> Exhibit C: Payment Request Summary Form													
<input type="checkbox"/> Exhibit D:													
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo													
<input type="checkbox"/> Additional Exhibits (if necessary):													

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(*Authorized Signature*) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. **Order of Precedence.** If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be 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. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

Attachment 1

1 of 11

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, 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 Department or steps taken by Grantee shall preclude 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 Department as requested by Department's Grant Manager.
 - iii. 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 Department may result in termination of the Agreement.

Attachment 1

2 of 11

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, 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:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

Attachment 1

3 of 11

- c. **Contractual Costs (Subcontractors)**. Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from 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 eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to 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 (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by 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 Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. **Travel**. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. **Direct Purchase Equipment**. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. **Rental/Lease of Equipment**. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. **Miscellaneous/Other Expenses**. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. **Land Acquisition**. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

Attachment 1

4 of 11

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

Attachment 1

6 of 11

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: 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, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

Attachment 1

7 of 11

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If 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.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. 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.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. 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.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

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 that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. 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.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

Attachment 1

9 of 11

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** 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, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by 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 Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. 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.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. 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.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Attachment 1

10 of 11

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. C2001

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Reduction of water quality pollution in Biscayne Bay and the Government Cut Inlet Contributing Area (ICA), Miami Dade County (MDC). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a fixed price Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements. (This section does not apply to this agreement.)

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
Overhead/Indirect/General and Administrative Costs:		
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

The purchase of non-expendable personal property or equipment costing \$5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. 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.
- d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

See Attachment 3, Grant Work Plan. There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

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

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

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 Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. 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.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

- a. **State-Owned Land modification** – The requirement that the Board of Trustees of the Internal Improvement Fund must be listed as additional insured to general liability insurance required by the Agreement shall be passed down to any subcontractors who are not self-insured. The Department recognizes that the Grantee is self-insured, so the requirements set forth above in "Attachment 2, Paragraph 12. State-owned Land" does not apply to the Grantee or any of its self-insured subcontractors.
- b. **Insurance requirements modification** - Notwithstanding anything in this agreement to the contrary, paragraphs 12d and 12e of Attachment 1 shall not require Grantee to purchase insurance; add parties as additional insured; or obtain replacement coverage on behalf of a subcontractor or subgrantee. Grantee is self-insured, and Grantor has accepted Grantee's proof of self-insurance.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
CPR GRANT WORK PLAN – MIAMI-DADE COUNTY

I. PROJECT TITLE:

Biscayne Bay Water Quality Characterization and Pollution Reduction, Miami-Dade County.

II. PROJECT LOCATION(S):

The Projects that will be developed as the Deliverable for Task 1 will be located within Miami-Dade County, and largely within in the City of Miami and surrounding municipalities.

III. PROJECT BACKGROUND:

These projects will support coral reef and aquatic preserve ecosystem management priorities by establishing datasets and identification of pollution hotspots for state and county regulatory enforcement and/or rulemaking in the Government Cut Inlet Contributing Area (Pickering and Baker, 2015). The focus will be on identifying and, where possible, reducing sources of water quality pollution in the Miami River and Little River basins.

These projects will directly support immediate and short-term recommendations identified in the Biscayne Bay Task Force Report, to improve water quality and address the health of Biscayne Bay. Specific recommendations from the report include:

1. *Undertake and secure funding for new pilot projects and research projects focused on reducing pollutant loads;*
2. *Initiate and fund studies that illuminate specific knowledge gaps for application toward watershed restoration;*
3. *Undertake immediate efforts to identify and eliminate all root causes of Sanitary Sewer Overflows (SSO) including inflow and infiltration. Accelerate sewer infrastructure maintenance and upgrades.*

IV. PROJECT DESCRIPTION:

The Projects may consist of water quality and sediment characterization, use of innovative technology, education and outreach, construction solutions, stormwater treatment and biological restoration. Project components may consist of sampling, analysis, feasibility, design, construction, monitoring, and modeling including the purchase of supplies and equipment necessary to achieve the projects. The Grantee will acquire professional services for activities necessary to implement the proposed Project or Project-related tasks necessary to accomplish Department-approved goals and strategies. Grantees providing sampling and analytical services to the Department must submit a QA Plan.

V. TASKS AND DELIVERABLES:

Department shall make all assignments of Work under the Grant by Task Assignment (TA) or Task Assignment Change Order Form (TACO). Grantee hereby designates the Grantee's Grant Manager an DEP Agreement No. C2001, Attachment 3, Page 1 of 4

Authorized Signatory on its behalf to execute TAs and TACOs on behalf of the Grantee. TAs and TACOs issued by the Department and executed by the Grant Manager shall be considered part of the Grant and shall incorporate the terms and conditions of the Grant.

Grantee, or its subrecipients, if authorized under this Grant, shall not commence work until either a TA/TACO has been fully executed, by both Department and Grantee.

In the event services are required that are within the general description of the Scope of Work, but are not specifically identified by name, the Department and Grantee reserve the right to negotiate Task Assignments covering performance of those required services only if there is established pricing in the Grant and such services do not expand the Scope of Work.

Release of Claims. Upon payment for satisfactory completion of any portion of the services performed, the Grantee shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, the services, except claims which are specifically exempted by the Contractor to be set forth therein using Exhibit C, Contractor Affidavit/Release of Claims Form. Receipt by the Department of the Contractor's Release is a condition of final payment under this Contract. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to this Contract, final payment or settlement upon termination of this Contract shall not constitute a release or waiver of the Department's claims against the Contractor, or the Contractor's sureties, subcontractors, successors or assigns under this Contract or as against applicable performance and payment bonds.

The Grantee will provide detailed scopes of work for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding detailed budget, a proposed schedule of completion for the proposed work and associated deliverables, detailed financial consequences if aspects of the project are unable to be accomplished, and a Quality Assurance (QA) Plan. Each scope of work shall be approved in writing by the DEP Grant Manager to be included in this work plan in order to be eligible for reimbursement.

Financial Consequences: If a task is not 100% complete, then a financial consequence equivalent to the percent of services not completed will be subtracted from the total amount to be paid to the Grantee. Partial payments are allowed in this agreement.

Task 1: Submittal of Scope(s) of Work

Deliverables: The Grantee will submit scope(s) of work that describe the tasks, QA protocols, and related budget required to complete the planned work with the funding available under this Agreement.

Documentation: The Grantee will submit the scope(s) of work to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the scope(s) of work to ensure the Grantee's planned tasks and budget are consistent with the project title and description and the funding available under this Agreement. Approval by the Department will be indicated by written acceptance by the Department's Grant Manager.

Financial Consequences: The Grantee may not proceed with any tasks in this Agreement until written acceptance of the individual scopes of work are provided by the Department's Grant Manager.

Payment Request Schedule: There is no reimbursement specifically for this task.

VI. PROJECT TASK TIMELINE:

The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Est. Task Start Date	Task End Date
1	Submittal of Scope(s) of Work	Upon approval of scope(s) of work	03/31/2023

VII. ESTIMATED ELIGIBLE PROJECT COST DETAIL BY TASK:

Scope(s) of work proposing fixed cost grant funding must not exceed the intended budget amounts as indicated below unless written approval is requested and received from the DEP Grant Manager. Match funding shall be provided at the minimum amounts in the categories indicated below.

Note: Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.

County Department	WATER QUALITY INITIATIVES	Anticipated Cost
Miami- Dade RER-DERM	<u>Water Quality Characterization:</u> Identify and reduce or eliminate sources of water quality pollution in north Biscayne Bay watersheds, with a focus on the Miami River and Inlet Contributing Area (C-6), Little River (C-7), and Biscayne Canal (C-8) basins.	\$2,150,000
Miami- Dade RER-DERM	<u>Innovative Technology:</u> Use Smart Covers and Smart Rain Gauges to analyze priority areas with chronic sanitary sewer overflow (SSO) issues to both predict and prevent SSOs as well as identify and implement fixes for areas where infrastructure needs to be improved or replaced.	\$1,150,000
Miami- Dade -WASD (via RER)	<u>Education and Outreach:</u> These efforts will focus on the proposed Little River Adaptation Action Area, which is undergoing a comprehensive climate adaptation planning effort under an FDEP Resilience Planning Grant. The County will conduct education and public outreach to residents as per DEP Septic to Sewer guidance document and associated case studies in part to engage residents to confirm the presence of septic systems through registration, education on the program objectives, costs, and benefits, projected monthly utility fees following connection to the sewer system, and establish commitment to connect for parcels that will be converted through this project. The County will also provide outreach to property owners on best practices to maintain their systems.	\$500,000

Miami- Dade -WASD (via RER)	<p><u>Septic to Sewer Conversions:</u> The County will prioritize the conversion of parcels based on the greatest likelihood and impact from septic system failure along with other environmental, social, and economic ranking criteria. The project will focus on the proposed Little River Adaptation Action Area, which is undergoing a comprehensive climate adaptation planning effort under an FDEP Resilience Planning Grant.</p> <p>The project will have two main components, connecting parcels with abutting sewer infrastructure and expanding sewer service to connect the parcels most vulnerable to failure from rising groundwater. These failing systems are suspected of impacting water quality in the Little River and the Bay and are certainly impacting the use of certain homes and structures due to plumbing failures. The project to connect parcels abutting sewer infrastructure will include the installation of public laterals, plumbing of private parcels, the removal of septic systems, and other items necessary to achieve connection.</p> <p>The projects expanding the sanitary sewer system to connect the most vulnerable parcels will include the installation of pump station(s) required to manage the new flow, main lines, plumbing of private parcels, the removal of septic tanks, roadway work, and other items necessary to achieve connection. The County is unable to use utility revenue for some of the costs of expanding the system to non-customers. The project costs outlined above, aside from the costs associated with the installation of the public laterals and any downstream system improvements, require grant funds.</p>	\$4,400,000
Miami- Dade - RER	<p><u>Stormwater Treatment:</u> Build on recommendations from the Miami-Dade County Stormwater Master Plan and the Resilience Adaptation Area report to design and implement engineering strategies in priority areas, including innovative tools such as Green Infrastructure and Low Impact Development strategies, with the goal of improving the hydrologic functions and the mitigation of surface water impacts.</p> <p>Provide technical support to city and county officials in Miami-Dade County to provide information and technical assistance to promote and accelerate implementation, low-impact development (LID) and green infrastructure (GI) to reduce, mitigate, and to the greatest extent possible, eliminate land-based sources of pollution.</p>	\$1,300,000
Miami-Dade - RER	<p><u>Biological Restoration to Enhance Water Quality:</u> Support creation of a living shorelines guidance document as well as sponge nursery(ies) that lead to increased filtration of Bay waters and reduction of nutrients and bacteria.</p>	\$500,000
	Total	\$10,000,000

Citations:

Pickering, N. and Baker, E. 2015. [Watershed Scale Planning to Reduce the Land-Based Sources of Pollution \(LBSP\) for the Protection of Coral Reefs in Southeast Florida](#). Prepared for the National Oceanographic and Atmospheric Administration. Horsley Witten Group. Sandwich, MA. 84 pp.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**

Email: public.services@floridadep.gov

Mailing Address: **Department of Environmental Protection**

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

Attachment 4

1 of 1

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

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 agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5

2 of 6

By Mail:

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

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

2. 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 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:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5
3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (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 **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$	State Appropriation Category
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$	State Appropriation Category

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
Etc.	Etc.
Etc.	Etc.
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
Etc.	Etc.
Etc.	Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Attachment 5, Exhibit 1
5 of 6

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FDEP, GAA Line 1641B	2020-2021	37.107	Coral Protection and Restoration Grant	\$7,095,938.00	FCO
Original Agreement	FDEP, GAA Line 1661	2020-2021	37.039	DEAR TMDL	\$2,904,062.00	FCO
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$ 10,000,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

-
- ¹ Subject to change by Change Order.
² Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	C2001
Project Title:	Supporting coral reef ecosystem management priorities by establishing a dataset for state and county regulatory rulemaking in the Miami River and Government Cut Inlet Contributing Area and to better identify and eliminate sources of water quality pollution.
Grantee Name:	Miami-Dade County (DERM-RER)
Grantee's Grant Manager:	Pamela Sweeney
Reporting Period:	Choose an item. Choose an item.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #: Task Title

- Progress for this reporting period:** Add Text
- Identify any delays or problems encountered:** Add Text

Task #: Task Title

- Progress for this reporting period:** Add Text
- Identify any delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal):** 30% , 60% , 90% , 100%
- Permitting (Completed):** Yes , No
- Construction (Estimated):** _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date



Exhibit B

**Florida Department of Environmental Protection
PROPERTY REPORTING FORM FOR
DEP AGREEMENT NO. C2001**

Required Signatures: Adobe Signature or Original Ink

CONTRACTOR/GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$5,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title, 5) purchase date, 6) cost, 7) share of that cost, 8) location/address, 9) use and condition, 10) any ultimate disposition data including date of disposal and sale price.

Description	Serial No./ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant Funds	Location/Address	Use and Condition	Disposition (if sold, include sale price)
Ex. Rainfall Gauge	12345	Bid	Grantee	MM/DD/YYYY	\$5,000/unit	100%	Project Site- 123 Main Street, Tallahassee, FL	New-Rainfall Measurements	Permanently installed at project site

CONTRACTOR/CONTRACTEE.

Contract/Project/Grant Manager

Date:

BELOW FOR DEP USE ONLY

Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's/Contractor's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your contract file. Refer to DEP Directive 3320 for Property Guidelines.

DEP Manager Signature and Date:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on the Division of Water Restoration Assistance (DWRA) website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

Exhibit D

Department of Environmental Protection Quality Assurance Requirements for Research Grants Research Field & Lab Services

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the Scope of Services (i.e., grant work plan) described in the grant, the research performed under this Grant shall conform to the requirements set forth in [Chapter 62-160, Florida Administrative Code \(F.A.C.\)](#).
- b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
- c. "Grantee" shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
- d. "Sample" and "sampling" refers to the collection of sample media (e.g., water, sediment, soils, chemical wastes) or biological organisms, and/or analysis, observation or measurement activities conducted in the field or in a laboratory that will be performed under the terms of the Grant.

2. FIELD PROCEDURES AND TEST METHODS

- a. The field Standard Operating Procedures (SOPs) and/or test methods to be used for contracted field research (including any written modifications thereof) shall be those approved by the Department, as described in the Grant Quality Assurance Plan (hereinafter, "QA Plan," see Section 9, below). Any additional information applicable to the SOPs and/or test methods and/or other procured field activities shall also be described in or attached to the QA Plan.
- b. The Grantee shall specify the calibration and quality control (QC) requirements to be met for all procured field research (as applicable), and shall provide these requirements in the field SOPs and/or test methods and/or other information as described in 2.a. above.
- c. Additional quality control expectations:
 - (i) Field procedures and/or test methods shall provide results that meet all applicable Grant data quality objectives.
 - (ii) All field testing procedures shall follow the testing methods as approved for the Grant and described in 2.a., above.
 - (iii) The Grantee shall adhere to the quality control requirements specified in the field SOPs and/or test methods and associated documents described in 2.a., above, and as otherwise specified in these QA Requirements.
 - (iv) The Grantee shall calculate any applicable field sample results per the procedures specified in the field SOPs and/or test methods approved for the Grant, as described in 2.a., above.

3. FIELD REPORTING, DOCUMENTATION AND RECORDS RETENTION

- a. All field records as outlined in [Rule 62-160.240, F.A.C.](#), and applicable to the field research described in the Grant and associated QA Plan (see Section 9, below), any other records indicated in the Grant Scope of Services or QA Plan, and any other documentation and reports associated with work performed for the Grant, shall be retained by the Grantee for a minimum of five years after the generation or completion of the records; or, copies of all relevant records shall be provided to the Department Grant Manager for retention. Longer retention times as specified in the Grant, if applicable, shall supersede the above minimum retention requirement.
- b. The field records shall include relevant information for the procedures described in 2.a., above.
- c. All field data and supporting information shall be reported for the Grant according to applicable requirements in [Rule 62-160.240, F.A.C.](#).

Exhibit D, DEP Grant #: C2001

1 of 6

- d. Any documentation or reports specifically identified in the Grant as deliverable work products shall be retained as in 3.a., above.
 - e. All field records generated or retained by the Grantee that are associated with Grant work shall be linked per applicable sample or site identification, including sample collection and/or field measurement location and field event, and shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
 - f. All reports shall be submitted to the DEP Grant Manager and shall include all report deliverables specified by the Grant, its exhibits, the QA Plan, and any information required by [Rule 62-160.240, F.A.C.](#), (as described in 3.a. and 3.c., above), where applicable to the field research conducted under the Grant.
 - g. The Department reserves the right to request some or all of the field information in an electronic format, and all reporting deliverables shall be submitted to the Department in the format(s) specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 9).
 - h. Upon request by the Department Grant Manager, or as required by the Grant, copies of original reports or field records shall be submitted to the DEP Grant Manager, where applicable.
 - i. In addition to any field reports provided per Grant deliverable requirements and subsections c., d., f., g., and h., above, the Grantee shall submit any of the field information and/or records associated with the contracted field research as described in this section (Section 3) upon request by the DEP Grant Manager, including any of the following that are applicable to the Grant work:
 - Site name and location information
 - Field identification 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
 - Indication of filtered samples, when applicable
 - Field test measurement results:
 - Parameter name
 - Measurement method
 - Result
 - Result unit
 - Appropriate Data Qualifier Codes for specific sample results, per Table 1 of [Chapter 62-160, F.A.C.](#)
 - Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting quality control (QC) for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure)
 - j. Unequivocal documentation links between each reported field QC measure (e.g., QC blanks, duplicates or replicates, calibration verification, other research QC measure) and the associated sample result(s) shall be maintained for all applicable measurements and/or other data.
4. **LABORATORY PROCEDURES AND TEST METHODS**
- a. The laboratory Standard Operating Procedures (SOPs) and/or test methods (including any modifications thereof) to be used for the contracted analytical research shall be those approved by the Department, as described in the QA Plan (Section 9, below). Any additional information

Exhibit D, DEP Grant #: C2001

2 of 6

applicable to the SOPs and/or test methods shall also be described in or attached to the QA Plan.

- b. If applicable to the Grant Scope of Services, the laboratory shall report Practical Quantitation Limits (PQLs) and/or Method Detection Limits (MDLs), or other specified limits of detection and/or quantitation with the results of sample analyses for the Grant. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation, if applicable. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP, Quality Manual or other Grant exhibit, or as listed in the QA Plan. The reported limits shall meet the data quality objectives for analytical sensitivity and quantitation applicable to the Grant work.
- c. When reporting limits of detection and/or quantitation are applicable to the Grant work, the laboratory shall report all sample results analyzed at or above the MDL or other defined limit, and shall qualify all results below the laboratory PQL or other defined limit, using the appropriate data qualifier codes in Table 1 in [Rule 62-160.700, F.A.C.](#).
- d. The laboratory shall specify the laboratory's calibration and quality control (QC) requirements to be met for all research analyses, and shall provide these requirements in the laboratory SOPs and/or test methods and/or other documents, as described in 4.a. above.
- e. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods shall provide results that meet applicable Grant data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved for the Grant and described in 4.a., above.
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and associated documents described in 4.a., above, and as otherwise specified in these QA Requirements.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved for the Grant, as described in 4.a., above.

5. **LABORATORY REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. All laboratory records as outlined in [Rule 62-160.340, F.A.C.](#), and applicable to the analytical research described in the Grant and QA Plan (see Section 9, below), any other records indicated in the Grant or its exhibits, and any other documentation and reports associated with work performed for the Grant, shall be retained by the laboratory for a minimum of five years after the generation or completion of the records; or, copies of all relevant records shall be provided to the Department Grant Manager for retention. Longer retention times as specified in the Grant, if applicable, shall supersede the above minimum retention requirement.
- b. The laboratory records shall include relevant information for the procedures described in 4.a., above.
- c. All laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsection [62-160.340\(3\), F.A.C.](#), (except that the requirements to generate reports that comply with Rule 64E-1.005, F.A.C., and the NELAC Institute [TNI] Standards are waived), and applicable requirements in Subsections 62-160.340(5) – (8), F.A.C., (except that requirements in the TNI Standards for amended laboratory reports are waived; however, any amended laboratory reports resubmitted by the Grantee shall be prominently marked as amended or revised).

Exhibit D, DEP Grant #: C2001

3 of 6

- d. Any documentation or reports specifically identified in the Grant as deliverable work products shall be retained as in 5.a., above.
- e. All laboratory records retained by the laboratory that are associated with work performed under the Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- f. All laboratory reports shall be submitted to the DEP Grant Manager and shall include all report deliverables specified by the Grant and/or its exhibits, the QA Plan, and any information required by [Rule 62-160.340](#), F.A.C., (as described in 5.a. and 5.c., above), where applicable to the analytical research conducted under this Grant.
- g. The Department reserves the right to request some or all laboratory information in an electronic format, and all reporting deliverables shall be submitted to the Department in the format(s) specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 9).
- h. Upon request by the Department Grant Manager or as required by the Grant, copies of original laboratory reports shall be submitted to the Grant Manager, where applicable.
- i. In addition to any reports of sample results provided per Grant deliverable requirements and subsections c., f., g., and h., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted research as described in this section (Section 5) upon request by DEP, including any of the following:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per [Table 1 in Rule 62-160.700, 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
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection or working range
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification or working range
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the test method or laboratory QC procedures (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the Grant Scope of Services or other exhibits, or in the QA Plan (Note: The listed field-QC blanks are defined in DEP SOP FQ 1000)
 - ▶ Results for field duplicates (or replicates), as applicable to the project and as specified in the Grant, other Grant exhibits or in the QA Plan
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods and laboratory QC procedures used for the contracted research, including, but not limited to:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)

Exhibit D, DEP Grant #: C2001

4 of 6

- Results of calibration verifications
 - Results of other research QC procedures and measures
 - Acceptance criteria used to evaluate each reported quality control measure
- j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification, other QC measure) and the associated sample result(s) shall be maintained for all contracted analyses.

6. **TECHNICAL AUDITS BY THE DEPARTMENT**

Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described above (see Sections 3 and 5, above) shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 9, below) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C., or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.

7. **QUALITY SYSTEMS AUDITS**

The Grantee shall ensure that any required field or laboratory quality system audits are performed per the Grantee's Quality Manual or other relevant internal quality assurance documents. The results of these audits shall be documented in the Grantee's records. Copies of the audit reports or results for the audits shall be provided to the DEP Grant Manager upon request.

8. **STATEMENTS OF USABILITY**

When reporting contracted field or analytical research results, the Grantee shall provide statements about data usability as necessary to address the topics in subsections a. – c., below, relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 9, below), or these QA Requirements.

- a. All applicable data quality acceptance and usability criteria for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements shall be met.
- b. All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits or these QA Requirements.
- c. All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.

9. **QA PLAN**

- a. The Grantee shall prepare a detailed project proposal or sampling and analysis plan (hereafter, QA Plan) that discusses the information contained in Rule 62-160.600, F.A.C., as summarized in the following list of topics (as applicable):
 - purpose and intended use of data;
 - description of work to be conducted;
 - data reporting and storage procedures;
 - training required to conduct work;
 - sampling sites, populations or organisms, analytes and schedules, as applicable to the research;
 - sampling and analytical methods;

Exhibit D, DEP Grant #: C2001

5 of 6

- quality control activities;
 - evaluation of the research project design to meet Grant research objectives; and
 - statistical and/or other procedures and criteria for evaluation of experimental data.
- b. The Grantee shall prepare the QA Plan following the Research QA Plan Template provided by the Grant Manager. If the topics in 9.a. above are addressed in other documents such as study plans, journal articles, internal SOPs, or other technical literature, those documents may be referenced in the QA Plan, and then must be provided with the QA Plan to the Grant Manager. Electronic file copies or links for the documents are acceptable. The Department will not be responsible for the Grantee's cost of providing any copyrighted materials.
- c. The Grantee shall submit the QA Plan and any referenced documents to the DEP Grant Manager as specified in the Grant Scope of Services.
- d. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the Grant QA Plan has been approved (or conditionally approved).
- e. Once approved, the Grantee shall follow the procedures and methods described in the Grant QA Plan and any other relevant quality assurance documents applicable to these QA Requirements, including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the methods and procedures approved in the QA Plan; and
 - ▶ Using only the equipment approved in the QA Plan.
- f. If any significant changes in the research project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in Grantee organizations or changes in key personnel occur, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

Exhibit D, DEP Grant #: C2001
6 of 6