

Memorandum



Date: January 20, 2021

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Agenda Item No. 8(O)(10)

Resolution No. R-34-21

Subject: Resolution Authorizing Acceptance of Grant Funds from the Florida Department of Environmental Protection (FDEP) Harmful Algal Bloom Innovative Technology Grant Program to the Water and Sewer Department (WASD)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor to accept and expend grant funds from the FDEP Harmful Algal Bloom Innovative Technology Grant Program in the amount of \$1,150,000 in order to implement the “HyBrTec Biosolids-to-Hydrogen Pilot Plant” one-year project (the “Project”) and to execute the FDEP Standard Grant Agreement for such Program and exercise the provisions contained therein. See FDEP Standard Grant Agreement, attached hereto as Exhibit 1. The resolution also authorizes the County Mayor or County Mayor’s Designee to apply for future additional grant monies that may become available from the FDEP Program for the Project.

SCOPE

This item is of county-wide significance because the grant advances industry research on biosolids management, including volume reduction of biosolids and production of hydrogen, which is beneficial to WASD and all of its customers. The project will take place at the South District Wastewater Treatment Plant (SDWWTP) which is located in Commission District 8.

FISCAL IMPACT/FUNDING SOURCE

The grant award is for \$1,150,000. Total cost for the Project will be covered through this grant, and no County matching funds are required.

TRACK RECORD/MONITOR

WASD’s Deputy Director of Capital Improvement, Hardeep Anand, will oversee the implementation and management of the Project.

DELEGATION OF AUTHORITY

This item delegates to the County Mayor or County Mayor’s Designee the authority to execute the Standard FDEP Grant Agreement, attached hereto as Exhibit 1, and to exercise all provisions contained therein. Further, the item authorizes the County Mayor or County Mayor’s designee to accept grant funds from FDEP, apply for and receive additional future grant funds that may become available under the Program for the Project, and to enter into any contracts, agreements, and amendments that may be required with respect to such future available grant funds after approval from the County Attorney’s Office as to form and legal sufficiency.

BACKGROUND

Biosolids management is a critical component of the wastewater treatment process. It is energy intensive with a high cost of operation. Currently, at WASD’s South and Central District Wastewater Treatment

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
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Plants, biosolids are dried using centrifuges and solar energy drying beds. These drying beds will soon be unavailable due to planned wastewater plant expansion projects. Additionally, biosolids treatment results in a Class B fertilizer product, which is transported great distances, at considerable cost, for agricultural land application in the central part of the State of Florida.

Newly emerging technologies may be able to reduce the overall volume of biosolids while also harvesting hydrogen. By implementing the Project, WASD will be assisting with the development of this technology.



Jimmy Morales
Chief Operations Officer

**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): HyBrTec Biosolids-to-Hydrogen Pilot Plant	Agreement Number: INV001
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Miami-Dade County (MD-WASD),	Entity Type: Utility
Grantee Address: Stephen P. Clark Center, 111 N.W. 1st Street, 29th Floor, Miami, FL 33128	FEID: 59-60000573 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: March 1, 2022
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4. Project Number: INV001 (If different from Agreement Number)	Project Location(s): South District Wastewater Treatment Plant (SDWWTP), 8950 SW 232nd St, 33190, Miami, Dade
Project Description: Grantee will design, fabricate, test and evaluate an integrated reactor-electrolysis system to demonstrate the elimination of wet biosolids through its conversion to hydrogen.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$1,150,000.00	☒ State ☐ Federal	GAA Line Item 1639	\$1,150,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$1,150,000.00

6. Department's Grant Manager Name: William Chad Kennedy or successor Address: 3301 Gun Club Road West Palm Beach, FL 33406 Phone: (561) 681-6707 Email: William.C.Kennedy@FloridaDEP.GOV	Grantee's Grant Manager Name: Angela Morris-Butler or successor Address: 950 SW 232nd St, Miami, FL 33190 Phone: (786) 552-8418, Email: Angela.Morris-Butler@miamidade.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☒ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Additional Exhibits (if necessary): Exhibit 1 QAPP template

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?	☐ Yes ☐ 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.

Miami-Dade County (MD-WASD),

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; and/or (3) 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.

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.

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/Auditing/Reference_Guide_For_State_Expenditures.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.

- 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 \$1,000 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 \$1,000 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

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.

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 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.

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.

Attachment 1

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- 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 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 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. INV001**

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 HyBrTec Biosolids-to-Hydrogen Demonstration. 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 cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur monthly.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

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>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☒	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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 without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

12. State-owned Land.

The work will not be performed on State-owned land.

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. Paragraph 30. d. of Attachment 1 is struck and replaced with the following:

The parties acknowledge that a large portion of the Grant Work Plan is to be performed by a subcontractor. In the event the subcontractor fails to perform, the Department shall excuse the Grantee from performance under the Agreement and either party may terminate the Agreement upon written notice to the other party. 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. This provision also supersedes Paragraph 11 of Attachment 2.

- b. Either party may terminate this Agreement for convenience in the manner described in Attachment 1, Paragraph 13(a).

Attachment 2

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- c. The Grantee may allow the subcontractor to use the money for acquisition of equipment in its agreement with the subcontractor; however, for the purposes of reimbursement under this Agreement, such purchases shall be considered part of the contractual services and any equipment purchased will not belong to the State.
- d. The Grantee has a self-insurance program for worker's compensation, general liability, and automobile liability covering employees and officials of the County. In compliance with and subject to the limitations of Florida Statutes Section 768.28 and Chapter 440, provisions have been made to process any claims and the same protection will be afforded as would be provided by a policy of insurance.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: INV001**

ATTACHMENT 3

PROJECT TITLE: HyBrTec Biosolids-to-Hydrogen Demonstration

PROJECT LOCATION: Miami-Dade County (GRANTEE) South District Wastewater Treatment Plant (“SDWWTP”) located at 8950 SW 232nd St, Miami, FL 33190.

PROJECT BACKGROUND: GRANTEE currently uses solar drying to create Class B biosolids for land application throughout the central part of the State of Florida. Due to plant expansion, GRANTEE will soon lose its solar beds for drying of biosolids. Additionally, the transportation and land application of Class B biosolids far from their source incurs: trucking costs, greenhouse gas emissions, and potential algal blooms known to impact the state of Florida. As GRANTEE and other industry entities explore alternative methods of biosolids processing, a long-term solution is necessary for the entire industry. GRANTEE is committed to conducting impactful scientific research that facilitates industry-wide improvements. This project has the long-term potential of offering an innovative method of biosolids processing while also producing renewable energy.

The Biosolid Reduction begins with the bromination of biosolids. Bromination is an exothermic reaction analogous to burning wood with oxygen from air, but since aqueous bromine (Br₂aq) is the oxidizer, weakly-bonded hydrobromic acid (HBraq) is produced instead of more-stable water (H₂O), while carbon in the feedstock combines with available oxygen from water to produce carbon dioxide (CO₂) and additional thermal energy.

The Biosolid Reduction finishes with the electrolysis of the hydrogen carrier, hydrobromic acid (HBraq) in an electrolyzer where product hydrogen is generated, and aqueous bromine is regenerated for further feedstock for bromination. The aqueous Br₂ reagent is continuously recycled back to the reactor.

The Biosolid Reduction allows a waste-to-hydrogen energy efficiency of 70% that exceeds 200% when the energy content of the negative-value wet biosolid feedstock is omitted. Clean water is also co-produced resulting in 5 gallons of potable water per kilo of hydrogen produced.

The thermal energy from heat of reaction can dry biosolid feedstock to 50 wt.% water desired before bromination and/or meet on site heat demand. This is important because most wet biosolid waste is 75-80 wt.% water after a belt press or centrifuge which is far too wet to be used directly in other combustion processes and the excess heat of reaction in the Subcontractor’s process can address this challenge.

PROJECT DESCRIPTION: GRANTEE will enter into a subcontract to design, build, operate, monitor and evaluate a pilot system to reduce or eliminate biosolid feedstock resulting from waste water treatment to produce renewable hydrogen, green carbon dioxide and heat (referred to as Biosolid Reduction or Demonstration). Beneficial use of the Demonstration’s byproducts is beyond the scope of this grant. The DEPARTMENT will receive engineering and scientific information to determine if this technology is appropriate for full scale implementation to address issues with biosolids in Florida.

This grant will produce an Engineering Development Model (EDM) to validate the process performance and necessary controls over a one-year project. This Demonstration will be operated onsite at GRANTEE SDWWTP. The proposed EDM will allow reduction and elimination of biosolids to be fully evaluated under a range of conditions. The system will be designed and constructed to operate continuously as a flow through system, not batch, during each test event. It will be designed to allow start and stop as necessary to change testing conditions and evaluate the control system.

TASKS and DELIVERABLES:

Task #1: Quality Assurance Project Plan

Task Description: The Grantee will submit a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must comply with Exhibit D and specify the sampling procedures, locations, instruments, and parameters to be sampled. The GRANTEE will use the format provided in Exhibit 1.

NOTE: The GRANTEE shall provide the DEPARTMENT reasonable access to observe activities to verify compliance with the QAPP and may request a formal audit consistent with DEPARTMENT SOP FA3300. All organizations must conduct internal audits to verify compliance with DEPARTMENT SOPs. Advisory checklists are included in Appendix FA 1000. <https://floridadep.gov/dear/quality-assurance/content/dep-sops>. The following lists the expected deliverable details that are associated with the quality assurance requirements of this Grant:

- 1) When reporting grant field or analytical research results, the GRANTEE shall submit statements about data usability per Section 8 of Exhibit D.
- 2) The GRANTEE shall submit the QAPP as described in Section 9 of Exhibit D to the DEPARTMENT Grant Manager no later than on the date depicted in the PROJECT TIMELINE & BUDGET DETAIL, prior to the commencement of field activities. Failure to submit the QAPP in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the DEPARTMENT and approved (or conditionally approved) by the DEPARTMENT Grant Manager.
 - a) The GRANTEE may submit a version of the QAPP to the DEPARTMENT for approval no more than three times. If the GRANTEE fails to obtain approval for the QAPP after the third (final) submission to the DEPARTMENT, the DEPARTMENT Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.
 - b) Within twenty one (21) calendar days of receipt of the QAPP by the DEPARTMENT, the DEPARTMENT shall review and either approve the QAPP or provide comments to the GRANTEE as to why the QAPP is not approved. If further revisions are needed, the GRANTEE shall then have twenty one (21) calendar days from the receipt of review comments to respond. The DEPARTMENT shall respond to all revisions to the QAPP within twenty one (21) calendar days of receipt of any revisions.
 - c) If the review of the QAPP by the DEPARTMENT is delayed beyond twenty one (21) days after the QAPP is received by the DEPARTMENT, through no fault of the GRANTEE, the GRANTEE shall have the option, after the QAPP is approved, of requesting an extension in the term of the Grant for a time not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Grant. The DEPARTMENT shall then determine whether the request for an extension is allowed.
 - d) If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, or changes in key personnel occur, the GRANTEE shall submit appropriate revisions of the QAPP to the DEPARTMENT Grant Manager for review in writing. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by

the DEPARTMENT Grant Manager. If the GRANTEE fails to submit the required revisions, the DEPARTMENT Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.

Deliverable 1a: Draft QAPP submitted electronically in Word format to the DEPARTMENT Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the DEPARTMENT Grant Manager.

Performance Standard: The DEPARTMENT Grant Manager will review the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed. Upon receipt of written approval by the DEPARTMENT Grant Manager of the Draft QAPP, the Grantee may proceed with payment request submittal.

Deliverable 1b: Final QAPP submitted electronically to the DEPARTMENT Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the DEPARTMENT Grant Manager.

Performance Standard: The DEPARTMENT Grant manager will review the Final QAPP to ensure that draft comments have been incorporated and it is in compliance with this Agreement and the quality assurance requirements. Upon receipt of written approval by the DEPARTMENT Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon receipt of written DEPARTMENT approval of each deliverable. (see Project Timeline and Budget Detail table)

Task #2: Demonstration Design

Task Description: The Grantee will subcontract professional engineering and scientific services in accordance with state law. The Subcontractor will complete the design of the Biosolid Reduction pilot and obtain all necessary permits for construction and operation of the project. The Grantee will submit documentation of design activities, as described below in deliverables 2a-2i. Upon request, the Grantee will provide a paper copy of each deliverable to the DEPARTMENT Grant Manager.

Deliverables: Demonstration Design deliverables are structured to allow for multiple payments reflective of progress made in all design and preconstruction activities. Some deliverables are Letters of Completion documenting that required work is completed, and not the full version of actual work completed to address confidentiality of proprietary results.

Deliverable 2a: Design and Preconstruction Outline, the Grantee will submit an electronic copy of the Outline for the Design and Preconstruction Activities for review prior to completion of these respective activities including a high-level overview of the essential features of their structure, content and purpose. This outline is a communication tool to align the expectations of the GRANTEE and DEPARTMENT .

Deliverable 2b: Engineering Specifications, The Grantee will provide an electronic copy Letter of Completion for the Engineering Specifications reports, initial and final, and will include non-confidential extracts of said reports to include technology definition, simplified Process Flowsheet Diagrams (PFDs) showing the flow of chemicals and major equipment involved in the process, initial assessment of Outside Boundary Limits (OSBL) facilities required, initial plot plan, and the instrument and control philosophy.

Deliverable 2c: Mass & Energy Balance, the Grantee will submit an electronic copy Letter of Completion for a report documenting the Mass & Energy Balance of the Demonstration. Non-confidential highlights of the report will be shared in the letter of completion.

Deliverable 2d: Flow & Instrumentation Diagrams, The Grantee will provide an electronic copy Letter of Completion for the Process Flow & Instrumentation Diagrams; initial and final. The confidential Process Flow & Instrumentation Diagrams include all major and minor flows, control loops and instrumentation required and are used by process, instrument, electrical, mechanical and safety personnel to engineer the process prior to manufacturing. In them, arrows show the flow of material and symbols show tanks, valves, and other equipment. Initial Plant PF&IDs will be produced to identify all equipment to be utilized in the demonstration. The Subcontractor will use these plans to iterate and refine the process and to identify any alterations that would improve manufacturing and operational performance.

Deliverable 2e: Bill of Materials, the Grantee will submit an electronic copy Letter of Completion for the final Bill of Materials report. The confidential report will include the equipment list, sizing and specifications/requirements for each component of the process and will be used in the procurement of all required components.

Deliverable 2f: HAZOP Safety Analysis, the Grantee will submit an electronic copy of the Hazard and Operability (HAZOP) safety analysis report which will support finalization of all operating procedures, placement of Demonstration on site, and obtaining the required permits. The HAZOP will be a structured and systematic examination of the planned process and operations to identify and evaluate problems that may represent risks to personnel or equipment. The HAZOP will review the design to identify engineering issues that may cause potential hazards and operability problems and specify the environmental and safety requirements for this Demonstration.

Deliverable 2g: Permits, the Grantee will submit an electronic copy of all required permits and issuing authorities for the Demonstration. Upon request, the Grantee will provide a copy of the obtained permits or permit related correspondence and documentation to the DEPARTMENT Grant Manager.

Deliverable 2h: Assembly Drawings and Procedures, the Grantee will submit an electronic copy Letter of Completion for the Assembly Drawings and Procedures report. The Assembly Drawings and Procedures (outline, initial, and final) show all parts that make up the final product and guides the assembly of all the components into their subsystems to construct the demonstration and make it ready to be commissioned and delivered. It contains processes that require execution on the product prior to completion and stores all the information required for manufacturing activities. It also includes the control methods and logic used in the demonstration and the plot plan for its layout on site in a format that is ready for construction.

Deliverable 2i: Operating Procedures, the Grantee will submit an electronic copy Letter of Completion for the Operating Procedures report. The Operating Procedures are the set of step-by-step instructions that define how the demonstration will be operated. They aim to achieve efficiency, quality output and uniformity of performance, while improving communication and compliance with industry regulations. They will define the operating requirements including and environmental constraints for operation, and include safety procedures.

Performance Standard: The DEPARTMENT Grant Manager will review each deliverable as submitted as described above to verify it meets the specifications of this agreement and when applicable provide comments to the Grantee for incorporation. Upon receipt of written approval of each submitted deliverable by the DEPARTMENT Grant Manager, the Grantee may proceed with the cost reimbursement payment request submittal for costs associated with each deliverable.

Task #3: Demonstration Procurement & Construction

Task Description: The Grantee will subcontract construction of the biosolids technology pilot system (Demonstration) to reduce biosolid feedstock from wastewater treatment and produce renewable hydrogen, green carbon dioxide and heat. This Demonstration will be constructed offsite prior to being commissioned onsite for Test & Evaluation at GRANTEE SDWWTP.

Construction will be in accordance with the final design(s) and required permits from Task #2 and will be documented in regular Letters documenting the fabrication activities including dated color photographs of on-going work and assembly activities. This Task #3 will conclude with Commissioning & Start Up which will allow the Demonstration to start operations for the Tasks #4 Test & Evaluate (Monitoring) phase.

Deliverable 3: Demonstration Procurement & Construction, the Grantee will submit an electronic copy of the Demonstration Procurement & Construction update. Documentation will include: Purchase order(s); subcontractor/vendor invoice(s), proof of payment to subcontractor; Bills of Lading; date stamped photographs of equipment purchased to date and on-going work in the time covered in the payment request. These deliverables must be submitted 7 calendar days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The DEPARTMENT Grant Manager will review each submitted deliverable to verify that it meets the specifications in this task description and that work performed is in accordance with the design and construction specifications. Upon receipt of written approval of each deliverable by the DEPARTMENT Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that deliverable.

Grantee's Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Task #4: Test & Evaluate (Monitoring)

Task Description: The Grantee will Test & Evaluate the Demonstration to generate engineering and scientific information of this technology's performance for full scale implementation to reduce biosolids. The Grantee will conduct monitoring in accordance with the DEPARTMENT-approved QAPP for this project (see Task #1).

Deliverable 4: Test & Evaluate Demonstration Performance, the Grantee will submit electronic copies of the Test & Evaluation reports. The reports will be a summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data) to the DEPARTMENT Grant Manager. These deliverables must be submitted 7 calendar days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The DEPARTMENT Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon receipt of written approval by the DEPARTMENT Grant Manager of each deliverable under this task, the Grantee may proceed with payment request submittal but no more frequently than monthly.

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

Task #5: Final Project Summary

Task Description: The Grantee will submit a Final Project Summary which must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 5a: Draft Final Project Summary, the Grantee will submit an electronic copy of the draft Final Project Summary, in Word format, submitted to the DEPARTMENT Grant Manager for review prior to submission of the Final Project Summary. Upon request, the Grantee will provide a paper copy of the draft Final Project Summary.

Performance Standard: The DEPARTMENT Grant Manager will review the submitted draft Final Project Summary to verify that it meets the specifications in the Grant Work Plan and this task description and provide any comments to the Grantee for incorporation into the Final Project Summary.

Deliverable 5b: Final Project Summary, the Grantee will submit an electronic copy of the Final Project Summary report submitted to the DEPARTMENT Grant Manager. Upon request, the Grantee will provide a paper copy of the Final Project Summary.

Performance Standard: The DEPARTMENT Grant Manager will review the Final Project Summary to ensure that DEPARTMENT comments have been addressed and incorporated. Upon receipt of written approval by the DEPARTMENT Grant Manager of the Final Project Summary, the Grantee may proceed with payment request submittal for this deliverable.

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PROJECT TIMELINE: The tasks must be completed by, and all deliverables received by, the corresponding task end date. This timeline is created with the expectation that agreement will be executed on or before November 1st, 2020 and the agreement expiration/end date will be January 31st, 2022 or later.

Task No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date
1	Quality Assurance Project Plan	Upon Execution	3/31/2021	
1a	Draft QAPP			1/31/2021
1b	Final QAPP			3/31/2021
2	Demonstration Design	Upon Execution	4/30/2021	
2a	Design and Preconstruction Outline			11/30/2020
2b	Engineering Specifications			11/30/2020
2c	Mass & Energy Balance			12/31/2020
2d	Process Flow & Instrumentation Diagram			12/31/2020
2e	Bill of Materials			1/31/2021
2f	HAZOP Safety Analysis			2/28/2021
2g	Permits			3/31/2021
2h	Assembly Drawings and Procedures			4/30/2021
2i	Operating Procedures			4/30/2021
3	Demonstration Procurement & Construction	12/1/2020	7/31/2021	monthly
4	Test & Evaluate (Monitoring)	6/1/2021	11/30/2021	monthly
5	Final Project Summary	8/1/2021	12/31/2021	
5a	Draft Final Project Summary			9/30/2021
5b	Final Project Summary			12/31/2021

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BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Grant Funding	Local In-Kind Funding
1	Contractual Services	\$50,000	
	Indirect 15%	\$7,500	
	Total for Task	\$57,500	
2	Contractual Services	\$450,000	
	Indirect 15%	\$67,500	
	Total for Task	\$517,500	
3	Contractual Services	\$500,000	
	Indirect 15%	\$75,000	
	Total for Task	\$575,000	
4	Contractual Services		\$100,000
	Indirect 15%		
	Total for Task		\$100,000
5	Contractual Services		\$50,000
	Indirect 15%		
	Total for Task		\$50,000
Total:		\$1,150,000	\$150,000

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

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$1,000,000
Indirect Costs Total	\$150,000
Total:	\$1,150,000

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**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

**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:

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

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

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.	
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.	

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:				
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

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	CSFA Number	CSFA Title or Funding Source Description
INV001	Florida Department of Environmental Protection	2019-2020	37.103	Innovative Technologies
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description

	Total Award	\$1,150,000
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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.

Attachment 5, Exhibit 1
6 of 6

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	INV001		
Grantee Name:	Miami-Dade County (MD-WASD)		
Grantee Address:	Stephen P. Clark Center, 111 N.W. 1st Street, 29th Floor, Miami, FL 33128		
Grantee's Grant Manager:	Angela Morris-Butler	Telephone No.:	(786) 552-8418
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. INV001 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: INV001 Agreement Effective Dates: _____

Grantee: Miami-Dade County (MD-WASD) Grantee's Grant Manager: Angela Morris-Butler

Mailing Address: Stephen P. Clark Center, 111 N.W. 1st Street, 29th Floor, Miami, FL 33128

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

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

GRANT EXPENDITURES SUMMARY SECTION

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

GRANTEE CERTIFICATION

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

Grantee's Certification of Payment Request

I, _____, on behalf of

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

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. INV001_____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

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

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

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

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

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

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

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

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

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

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

GRANT EXPENDITURES SUMMARY SECTION:

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

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

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

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

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

NOTES:

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

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

**INV001
Exhibit D**

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

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and “Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract” (DEP-QA-002/02), February 2002.
- b. Hereinafter, “DEP” or “Department” refers to the Florida Department of Environmental Protection.
- c. “Grantee” shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
- d. “Sample” and “sampling” refers to samples that shall be either collected or analyzed under the terms of this Grant.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in [Rule 62-160.300](#), F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference ([NELAC 2003 Quality Systems standards, as adopted](#)) upon Grant execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality

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Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.

- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the [2003 NELAC Quality Systems](#) standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection [62-160.330\(3\)](#), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.
 - g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.
 - h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.
3. **FIELD ACTIVITIES**
- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" ([DEP-SOP-001/01](#), January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).
 - b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP [FQ 1000](#) (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP [FS 2100](#) (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to

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be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).

- (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.
- (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The “G” data qualifier code shall be reported with the sample result for any blank concentration exceeding the above “10%” criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

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

- a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.
- b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.
- c. All laboratory and field records described or listed in Rules [62-160.240](#) and [62-160.340](#), F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.
- d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.
- e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.
- f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.
- g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.
- i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements ([NELAC 2003](#), section 5.5.10).
- j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.
- k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:
 - ▶ Laboratory sample identification (ID) and associated Field ID

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- ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of 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
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results for field duplicates (or replicates)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure
- l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:
- ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result

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- Result unit
- Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
- ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

- a. 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 per Section 4, 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 6) 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.
- b. PLANNING REVIEW TECHNICAL AUDITS –
 - (i) Initial: The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.
 - (ii) Ongoing: Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.
 - (iii) Statements of Usability: Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability 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 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.
 - (iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.
- c. QUALITY SYSTEMS AUDITS – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be documented in the Grantee's

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records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP SOP [FA 1000](#) (subpart FA 4200) or NELAC Quality Systems requirements ([NELAC 2003](#), section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**

- a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
- b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.
- c. 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 QA Plan has been approved (or conditionally approved).
- d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA Plan; and
 - ▶ Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, 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 1

Standard Quality Assurance Plan

This QA plan meets the minimum criteria for Sampling and Analysis Plans specified in *DEP-QA-002/02, "Requirements for Field and Analytical Work Performed for The Department of Environmental Protection Under Contract", Revision April 15, 2002* and the minimum criteria for Quality Assurance Project Plans specified in *"EPA Requirements for Quality Assurance Project Plans" (EPA QA/R5), EPA/240/B-01/003, March 2001*.

NOTE 1: The format of this template may not be altered. Additional lines may be added to any portion of the document to accommodate text. Supporting documents may be referenced to facilitate completion of this QA plan, and must be included with the submission of the QA plan, unless the cited documents are available online without cost to DEP (web address must be included in the QA plan citation). *Italicized text provides explanations for certain minimum QA requirements for the Agreement that have been incorporated into the template. These are required elements and must be followed.* For this template, "Agreement" means the contract or grant for which this QA Plan is submitted. The "Contractor" is the contractor or grantee responsible for carrying out the Agreement with DEP. The Contractor is responsible for ensuring that all appropriate information pertinent to sub-contractors is provided in this QA Plan. Indicate the DEP Agreement number in the page header of the document and as indicated in part A.

NOTE 2: Incomplete QA plans will be returned to the Contractor without further DEP review, and must be completed and resubmitted. Items marked with an asterisk (*) are required. If all or a portion of a required item does not apply to the project, mark the item as NA and provide explanatory information for the portion not applicable. Items not in italics and without an asterisk are optional, unless required by the agreement associated with this QA Plan. All of the optional items must be reviewed and marked NA if they do not apply to the project. Do not leave prompts blank. No other QA plan formats will be accepted for review, and QA plans submitted in alternative formats will be returned without review.

NOTE 3: Where one or more sub-contractors will be used for a project, the relevant portions of this QA plan must be completed for each sub-contractor listed in the Project Management and Design section below (part A.), and all necessary information pertinent to each sub-contractor must be included in all applicable QA plan sections.

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A. PROJECT MANAGEMENT AND DESIGN

A.1. *PROJECT TITLE: Enter complete title from contract

A.2. *DEP AGREEMENT NUMBER: Enter here and in the header.

A.3. *REVISION DATE FOR THIS SUBMITTAL: Click here to enter a date.

☐ ORIGINAL SUBMITTAL

☐ REVISION

A.4. ORGANIZATIONS PERFORMING WORK FOR THIS PROJECT

All field and laboratory organizations performing work for this project are listed below.

***A.4.a. Contractor Organization Name:** Enter Company Name.

A.4.b. Subcontractor(s) Organization Name:

A.5. PROJECT CONTACTS

List all contractors and subcontractors separately. Copy and paste to add lines for each entry.

*** A.5.a. Contractor Project Manager or Principal:** Enter First and Last Name.

***A.5.b. Contractor QA Officer:** Enter First and Last Name.

A.5.c. Subcontractor Manager or Principal: Enter First and Last Name.

A.5.d. Subcontractor QA Officer: Enter First and Last Name.

***A.5.e. Laboratory Manager or Principal:** Enter First and Last Name.

***A.5.f. Laboratory QA Officer:** Enter First and Last Name.

A.5.g. Subcontractor Lab Manager: Enter First and Last Name.

A.5.h. Subcontractor Lab QA officer: Enter First and Last Name.

***A.5.i. DEP contract manager:** Enter First and Last Name.

A.5.j. Other: Specify role and enter First and Last Name.

A.5.k. Other: Specify role and enter First and Last Name.

A.5.l. Signatures (digital signatures acceptable)

Provide printed names, signatures and dates for the persons listed in section A.5.

A separate page for signatures may be inserted.

A.6. ORGANIZATION OF PROJECT ACTIVITIES

***A.6.a. The following activities will be performed by the Contractor:** Specify the contractor and describe all the tasks assigned to them. Use as much space as needed.

A.6.b. The following activities will be performed by the Subcontractor(s): Specify the subcontractor(s) and describe all tasks assigned to them. Use a new paragraph for each subcontractor. Enter NA if none.

A.7. KEY PERSONNEL

*The key personnel (managers or technical staff) within the Contractor (and Subcontractor) organization(s) listed in section A.5 who are responsible for specific project tasks are listed below, and will ensure that any corrective actions that may be required as the result of audits or data reviews and validations are implemented for project work. **Contact information (email address and/or phone number)** for the listed key personnel is also listed in the event that the DEP Agreement manager or DEP QA reviewer needs to obtain additional information about the project.*

***A.7.a. Personnel responsible for preparing and supplying equipment and sample containers:** Enter name and contact information.

***A.7.b. Personnel responsible for field equipment and field meter calibrations:** Enter name and contact information.

***A.7.c. Personnel responsible for sample collection:** Enter name and contact information.

***A.7.d. Personnel responsible for laboratory sample analyses:** Enter name and contact information.

***A.7.e. Personnel responsible for evaluating data and performing calculations (field and lab data):** Enter name and contact information.

***A.7.f. Personnel responsible for performing, verifying and approving any audits, data validations and data usability assessments:** Enter name and contact information.

***A.7.g. Personnel responsible for preparing and submitting reports for this project:** Enter name and contact information.

A.7.h. Personnel responsible for other tasks, as indicated below: Enter name and contact information.

A.8. PROJECT DESCRIPTION AND SAMPLING DESIGN

***A.8.a. Description of project:** Reference the work plan or paste text here.

***A.8.b. Summary of the sampling design:** Give a brief summary of the monitoring design.

***A.8.c. The following lists the locations of all sampling points or stations that will be sampled for the project:** Enter text here or insert table on a separate line.

***A.8.d. The following map indicates the sampling locations (a separate page may be inserted).** Be sure to include minimum map details such as labeled points, which can include lat/longs (e.g., sampling locations, inflow/outflow locations), constructed features, overall location (including county), north arrow, and labeled roads and waterways:

***A.8.e. The following description or rationale indicates how the selection of the sampling points will achieve the project objective(s):** [Click here to enter text.](#) Use as much space as needed.

***A.8.f. Sampling design components that differ from the grant work plan are as follows:** Enter NA if nothing differs.

A.8.g. The following historical data (e.g., historical concentrations from previous studies) are relevant to the monitoring analytes for this project: Enter NA if this information is not available or not relevant.

A.8.g.1. Indicate the source and purpose of the historical data: Enter NA if the item above was NA.

A.8.h. The following have relevance to the monitoring objectives of the project (e.g., BMAPs, TMDLs, nutrient criteria, other criteria):

A.8.h.1. Regulatory water quality standards: List and describe or enter NA. .

A.8.h.2. Loading concentrations: List and describe or enter NA.

***A.8.i. The specific sample compositing scheme for this project is as follows:** Detail the locations of automatic samplers, and the frequency of collection. If grab samples will be composited, describe the procedure.

***A.8.j. The specific “triggering” basis (e.g., rainfall or flow) for automatic sampler compositing during each sampling event is:** [Click here to enter text.](#)

***A.8.k. The number of sampling events planned is:** [Click here to enter text.](#)

***A.8.I. The expected length of the project is:** [Click here to enter text.](#)

A.9. FIELD MEASUREMENTS AND LABORATORY ANALYTES

The following lists the analytes or parameters to be collected for lab analysis and/or measured in the field at each sampling location, according to the DEP Agreement. Field measurements include water quality measurements such as pH, specific conductance, dissolved oxygen and turbidity, and physical measurements such as rainfall, flow and water level.

[Click here to enter text or insert a table below this line.](#)

A.9.a. The field-testing measurements to be measured at each sampling location are (list measurements at specific locations respectively, if applicable): Enter NA if no field measurements will be taken. Do not leave blank. A table may be used if desired, insert below this line.

***A.9.b. Composite samples will be collected for laboratory analysis for the following analytes at the indicated sampling locations (list composite analytes at specific locations respectively, if applicable):** List analytes here or insert a table below this line. Enter NA if no composite samples will be collected.

Per DEP SOP requirements, composite samples will not be collected for orthophosphate, fecal coliform or oil & grease (if applicable to this project).

***A.9.c. Grab samples will be collected for laboratory analysis for the following analytes at the indicated sampling locations (list grab sample analytes at specific locations respectively, if applicable):** List analytes here or insert a table below this line.

A.10. PROJECT DELIVERABLES

All project deliverables as required by the DEP Agreement and its attached QA Requirements (reports, data, etc.) are summarized (or cited) in this section.

***A.10.a. The information to be included in each deliverable is listed below:** List and/or summarize the information to be included in each deliverable.

B. DATA GENERATION AND ACQUISITION

B.1. SAMPLE COLLECTION AND DOCUMENTATION PROCEDURES

Sample collection, equipment preparation, decontamination, and documentation procedures for this project will conform to the requirements and criteria in the DEP SOPs (DEP-SOP-001/01).

***B.1.a. The following DEP SOPs applicable to the project:** [Click or tap here to enter text.](#)

☐ [FA 1000](#) Administrative

☐ [FD 1000](#) Documentation

☐ [FC 1000](#) Field Decontamination

☐ [FM 1000](#) Field Mobilization

- | | |
|---|---|
| ☐ FQ 1000 Quality Control | ☐ FT 1200 Field Specific Conductance |
| ☐ FS 1000 General Sampling | ☐ FT 1300 Field Salinity |
| ☐ FS 2000 General Water Sampling | ☐ FT 1400 Field Temperature |
| ☐ FS 2100 Surface Water Sampling | ☐ FT 1500 Field Dissolved Oxygen |
| ☐ FS 2200 Groundwater Sampling | ☐ FT 1600 Field Turbidity |
| ☐ FS 3000 Soil Sampling | ☐ FT 1700 Field Light Penetration |
| ☐ FS 4000 Sediment Sampling | ☐ FT 1800 Field Flow Measurement |
| ☐ FS 6000 Tissue Sampling | ☐ FT 1900 Continuous Monitoring |
| ☐ FT 1000 Field Testing General | ☐ FT 2000 Field Residual Chlorine |
| ☐ FT 1100 Field pH | |

B.1.b. The following additional sampling procedures will be used for the analytes listed below: Enter NA if no additional procedures will be used. Do not leave blank.

B.1.c. Copies of the additional sampling procedures are attached to this QA plan. Enter NA if no additional procedures will be used. Do not leave blank.

B.1.d. The web page links for the additional sampling procedures described above are as follows: Enter NA if no additional procedures will be used. Do not leave blank.

B.2. SAMPLE COLLECTION EQUIPMENT AND DEVICES

Sampling equipment types and materials of construction used for this project will conform to requirements in DEP SOP FS 1000, Tables FS 1000-1, FS 1000-2 and FS 1000-3.

Composite autosamplers will be calibrated for volume collection according to the manufacturer's instructions.

B.2.a. The following equipment types to be used for sample collection do not conform to DEP SOP requirements: Enter NA if all equipment will conform to DEP requirements. Do not leave blank.

***B.2.b. The following equipment will be used to collect grab samples for this project:** List or insert table below this line. Enter NA if no grab samples will be collected.

***B.2.c. The following equipment will be used to collect composite samples for this project:** List here or insert table below this line. Enter NA if no composite samples will be collected.

B.3. SAMPLE COMPOSITING PROCEDURES

The compositing procedures, compositing technique and compositing equipment to be used for this project (if applicable) are described below. Composite samples will be subdivided into respective sample containers for laboratory analyses as appropriate.

***B.3.a. The following compositing procedure will be used to collect the composite sample(s):** Enter NA if no compositing procedures will be used.

***B.3.b. The following procedures will be used to mix and homogenize the composite sample(s) to ensure that representative subsamples are obtained, and includes the procedure for distributing the homogeneous composite sample(s) into individual sample containers for laboratory analysis:** Enter NA if no compositing procedures will be used.

B.4. SAMPLE CONTAINERS AND SAMPLE COLLECTION VOLUMES

The analyzing lab(s) will ensure correct container selection, if the containers are provided by the lab (otherwise, the Contractor will ensure correct container selection), and the Contractor will request additional numbers of containers from the lab for field-QC blanks (required), and duplicates or split samples (if required by the DEP Agreement).

Sample containers will be constructed of appropriate material, and sample container types used for the project analytes will conform to the requirements in the applicable DEP SOP Tables in [DEP SOP FS 1000](#).

B.4.a. The following container type/analyte combinations will be used for the project and do not meet the requirements of, or, are not listed in the DEP SOP tables: Enter NA if all containers will conform to DEP requirements. Do not leave blank.

B.5. SAMPLE PRESERVATION AND HOLDING TIMES

Sample preservation and holding times for all project samples and analytes will conform to DEP SOP Table FS 1000-4.

B.5.a. The following are sample preservation and holding time requirements for analytes not listed in table FS 1000-4: If none, enter NA.

The Contractor and subcontractor laboratory will qualify any samples not conforming to preservation or holding-time requirements specified in this section (B.5.), and the data qualifier codes from the DEP QA rule Table 1 ([62-160.700, F.A.C.](#)) will be used to qualify all applicable sample results for preservation and/or holding time failures.

If applicable to the project, analytical results from autosampler composite samples will be qualified with the "Q" data qualifier code if laboratory analysis does not begin within 48 hours of the end of the composite period for orthophosphate, or 8 hours for fecal coliform.

If applicable to the project, analytical results from autosampler composite samples collected for orthophosphate will be qualified with the "Y" data qualifier code due to the inability to filter the orthophosphate samples within 15 minutes of collection of the composite aliquots.

If applicable to the project, analytical results from autosampler composite samples collected for oil & grease will be commented in the appropriate reporting documents as having been collected with a composite autosampler, and will be qualified with the "J" data qualifier code.

Sample analytical results for other short-hold analytes will be qualified if the compositing and retrieval schedule precludes analysis within the holding times listed in this section (B.5.).

B.6. FIELD-TESTING METHODS

B.6.a. The following DEP SOPs will be used to perform the calibration and verification of meters and to perform field-testing measurements (DEP SOPs are required if any of the tests below will be performed for this project): Enter NA if no field tests will be performed.

- ☐ [FT 1000, General Field Testing & Measurement](#)
- ☐ [FT 1100, Field Measurement of pH](#)
- ☐ [FT 1200, Field Measurement of Specific Conductance](#)
- ☐ [FT 1300, Field Salinity](#)
- ☐ [FT 1400, Field Measurement of Temperature](#)
- ☐ [FT 1500, Field Measurement of Dissolved Oxygen](#)
- ☐ [FT 1600, Field Measurement of Turbidity](#)
- ☐ [FT 1700, Field Measurement of Light Penetration](#)
- ☐ [FT 1800, Field Measurement of Flow](#)
- ☐ [FT 1900, Continuous Monitoring with Installed Meters](#)
- ☐ [FT 2000, Field Measurement of Residual Chlorine](#)

B.6.b. The calibration verification acceptance criteria in the DEP SOPs will be met for all applicable sample meter measurements (DEP SOP criteria are required for any of the tests selected above). Enter NA if no field tests will be performed.

B.6.c. The following non-DEP SOP procedures for field-testing instrument calibration and measurements will be used for (check applicable boxes):

- ☐ Rainfall
- ☐ Water level
- ☐ **Additional tests as indicated:** List all non-DEP SOP procedures.

B.6.d. The following calibration acceptance criteria for the non-DEP procedures listed above will be met for all measurements: List or enter NA

B.6.e. The instrument manufacturer's instructions and procedures for calibration and measurements will be followed for the indicated non-DEP SOP field tests: List or enter NA

If only DEP field procedures will be used, enter NA in the following sections. If any field testing procedures other than those in the DEP SOPs will be used, use the following sections to list them.

B.6.f. Copies of the following non-DEP SOP field-testing procedures are attached to this QA plan (*copies of manufacturer instructions are not required*). Enter NA if only DEP SOP procedures will be used.

OR

B.6.g. Web page links for the indicated non-DEP SOP field-testing procedures are listed below (*links to manufacturer instructions are not required*): Enter NA if only DEP SOP procedures will be used.

B.7. FIELD-TESTING EQUIPMENT

The following field-testing meters and equipment will be employed on the project to perform the procedures listed in section B.6., above, using the minimum reporting increments for each meter or equipment type as indicated (0.1 pH units, 1 μ S/cm, 0.1 mg/L DO, etc.): Enter NA if no field tests will be performed.

B.8. FIELD QUALITY CONTROL REQUIREMENTS

Blanks for sampling procedures will be collected for applicable project analytes according to requirements in DEP SOP FQ 1000.

Equipment blanks will be collected from the autosampler assembly used to collect composite samples according to the requirements in DEP SOP FS 2100.

The following additional field-QC measures (per the DEP Agreement and/or as proposed by the Contractor) will be performed for this project: List or enter NA.

B.9. FIELD DOCUMENTATION REQUIREMENTS

Documentation for field activities for this project will meet the applicable requirements of the QA Rules (Chapter 62-160, F.A.C.), DEP SOP FD 1000 and the QA Requirements attached to the DEP Agreement.

B.9.a. The following field documentation will be generated for the project in addition to that required in the above references, and for activities not addressed in the references: List any documents and provide copies or links. If none, enter NA.

The field quality manual cited below for the field organization named in section A.4., above includes information specific to the named field organization for sample collection, field-testing measurements, field quality control procedures, field documentation and preventive maintenance procedures for equipment & meters.

B.9.b. For the topics listed above that are not discussed in the field quality manual cited below, information is provided or cited here: List describe, and provide links or copies; or enter NA

B.9.c The following field quality manual is incorporated into this QA plan by reference: Enter full title and revision date or number.

B.10. LABORATORY ANALYSES

Laboratory analyses for this project will meet requirements specified for laboratories in the QA rules (Chapter 62-160, F.A.C.) and the [2003 NELAC standards](#).

The laboratory performing sample analyses for this project is accredited by the Florida DOH Environmental Laboratory Certification Program, according to rule 64E-1, F.A.C., and is certified in the applicable matrices for the analytes and laboratory test methods indicated in this QA plan.

The certified test methods used by the laboratory are recognized and approved by DEP, per rule 62-160.320, F.A.C., and are listed in the laboratory's Quality Manual cited below.

***B.10.a List the DOH certification number for all laboratories analyzing samples for the project and indicate the analytes to be tested by each laboratory. (click link to search the certified labs database):** <https://fldeploc.dep.state.fl.us/aams/>): Click here to enter text.

***B.10.b. Are any of the laboratory test methods not recognized and approved by DEP for this project?** Click here and select an option from the drop down menu. **If yes, list and describe the methods, and attach copies of the methods to this document or list web links here:** Click here to enter text.

The laboratory quality manual(s) cited below for this project contain(s) information on the following topics:

- *Laboratory MDL and PQL (or other appropriate limits of detection and quantitation) for each laboratory analyte listed for the project.*
- *Calibration procedures for all test methods used for this project, including calibration and verification frequencies and calibration verification acceptance criteria for all analytical instrumentation and support equipment.*
- *Types and frequency of laboratory QC sample analysis.*
- *Procedures, formulas and equations for calculating QC statistics.*
- *Acceptance criteria for lab QC sample results.*
- *Corrective action procedures for lab calibration and QC failures.*
- *Preventive maintenance for equipment & instrumentation.*

B.10.b.1. For the topics listed above that are not discussed in the laboratory quality manual(s) cited below, information or web links about the topics is provided or cited here: Enter information or NA.

***B.10.b.2. The following laboratory quality manual(s) is(are) incorporated into this QA plan by reference:** Enter full title and revision number or date.

B.11. LABORATORY DOCUMENTATION REQUIREMENTS

Documentation for all laboratory activities associated with this project will meet the applicable requirements of the QA Rules (Chapter 62-160, F.A.C.), the DOH Certification Rule (Chapter 64E-1, F.A.C.), the 2003 NELAC standards, and the QA Requirements attached to the Agreement.

The following lists and describes laboratory documentation that will be generated for this project in addition to that required in the above references, and for activities not addressed in the above references: Enter NA if there are no additions.

B.12 MODIFICATIONS TO CITED REFERENCES

Modifications to the procedures, techniques, criteria, SOPs, etc. contained in the references cited in this part (B.) of the QA plan are detailed as follows: Enter NA if there are no modifications.

B.13 ADDITIONAL QA REQUIREMENTS

The field and laboratory organizations working on this project, as named in section A.4., above will satisfy all field and laboratory QA Requirements attached to the DEP Agreement that may be in addition to those specifically addressed in sections B.1. - B.12., above.

C. ASSESSMENT AND OVERSIGHT

The Contractor will submit a Planning Review Audit report to the DEP Agreement manager according to the QA Requirements attached to the Agreement.

The Contractor will provide Statements of Usability as described in the QA Requirements attached to the DEP agreement. Such reports will explicitly list and describe the items evaluated.

The reports for planning review audits and statements of data usability as described above will include the dates of the audits or usability evaluations and the names of the personnel who performed these assessments of the project work.

Planning review audit findings and data usability evaluations will be documented by the following in addition to or instead of reports: Check all to be used, or enter NA if none.

☐ Checklists

☐ Spreadsheets

☐ Other Please explain.

D. DATA VALIDATION AND USABILITY

D.1. EVALUATION OF DATA

The Contractor will support any conclusions derived from the project data with appropriate evaluation and analysis of the data. The project data will be evaluated for use as intended for the Agreement, including any decisions to be made based on the data, according to the following:

***D.1.a. Calculations or data treatments to be used for this project include the following:**

Provide information about calculations or data treatments if not specified in the agreement or work plan.

***D.1.b. The following statistical analyses of the data are planned:** If none, enter NA

***D.1.c. The data will be evaluated as described below to establish that the sampling design was appropriate and representative of the project :** [Click here to enter text.](#)

***D.1.d. The data will be evaluated for comparability to data generated from other projects, retrieved from other databases, literature data, etc., as described below:** If none, enter NA

***D.1.e. The results of data evaluation and any related decisions will be reported to and reviewed by the Contractor's internal project management staff as follows:** [Click here to enter text.](#)

D.2. DATA QUALITY ACCEPTANCE CRITERIA

The following data quality evaluation procedures and criteria will be used by the Contractor to accept data reported from field measurements and laboratory analysis performed for this project, and all data for this project will meet the applicable requirements of the QA Rules.

Laboratory and field data will be qualified with appropriate codes from Table 1 in the DEP QA Rules (Chapter 62-160, F.A.C.) when QC failures occur.

The DEP document "Process for Assessing Data Usability" (DEP-EA-001/07) will be used as a guide to help determine the quality and usability of the data generated for this project.

D.2.a. The following additional procedures and criteria will be used to validate the data generated for this project: If none, enter NA

***D.2.b. The results of data validation will be documented as follows, and will include appropriate statements concerning the usability of the data and discussion of any resolution of data validation issues pertinent to the data quality objectives of the project:** [Click here to enter text.](#)

The results of the project data validation procedure will be included in the relevant report deliverables for the DEP Agreement.

D.3. DATA STORAGE

***D.3.a. Data produced for this project will be tabulated and stored using the following formats as described below:**

- ☐ **As required in the DEP Agreement**
- ☐ **Spreadsheets in** enter format.
- ☐ **Data base(s) in** enter format.
- ☐ **Report(s) in** enter format.
- ☐ **Other** Please specify.

***D.3.b. Data entries into spreadsheets, data bases, reports, or other formats will be checked and otherwise evaluated as part of the quality control for the stored or tabulated data content using the following procedures:** [Click here to enter text.](#)



MEMORANDUM

(Revised)

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

DATE: January 20, 2021

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 8(O)(10)

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(10)
1-20-21

RESOLUTION NO. R-34-21

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: ACCEPT GRANT FUNDS AWARDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION HARMFUL ALGAL BLOOM INNOVATIVE TECHNOLOGY GRANT PROGRAM IN THE AMOUNT OF \$1,150,000.00 FOR A ONE-YEAR PROJECT; EXECUTE A STANDARD GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; RECEIVE AND EXPEND THE AWARDED GRANT FUNDS; AND APPLY FOR AND RECEIVE ADDITIONAL GRANT FUNDS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT PROGRAM AND EXECUTE ANY AGREEMENTS NECESSARY FOR AWARD OF SUCH ADDITIONAL GRANT FUNDING FOR THIS PROJECT

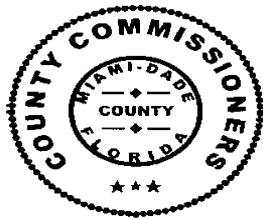
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby authorizes the County Mayor or County Mayor's designee to: (1) accept grant funds from the Florida Department of Environmental Protection Harmful Algal Bloom Innovative Technology Grant Program (the "Program") in the amount of \$1,150,000.00 for a one-year project; (2) execute the Standard Grant Agreement with the Florida Department of Environmental Protection that is attached as Exhibit 1 to the memorandum accompanying this item and exercise all provisions contained therein; and (3) apply for and receive additional future grant funds that may become available under the Program for the Project and enter into any contracts, agreements, and amendments that may be required with respect to such future available grant funds, after review by the County Attorney's Office for form and legal sufficiency.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of January, 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

Melissa Adames

By: _____
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

SED

Sarah E. Davis