

MEMORANDUM

Agenda Item No. 8(L)(3)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, and authorizing the County Mayor to execute, Grant Agreement No. INV39 between the Florida Department of Environmental Protection and Miami-Dade County and the South Florida Water Management District as co-grantees, which provides up to \$3,000,000.00 to design, construct, operate, maintain, and evaluate the efficacy of nutrient-reducing technologies; authorizing the County Mayor to exercise the provisions of the agreement, to receive and expend funds under the agreement, and to execute amendments for extension of time and for receipt of additional funds under the agreement within certain parameters

Resolution No. R-853-25

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: September 3, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving Grant Agreement No. INV39 Between the Florida Department of Environmental Protection and Miami-Dade County and the South Florida Water Management District as Co-Grantees for Up to \$3,000,000.00 to Design, Construct, Operate, Maintain and Evaluate the Efficacy of Nutrient-Reducing Technologies

Executive Summary

This item seeks approval of Grant Agreement No. INV39 between the Florida Department of Environmental Protection (FDEP) and Miami-Dade County and the South Florida Water Management District (SFWMD) as co-grantees for up to \$3,000,000.00 to design, construct, operate, maintain, and evaluate the efficacy of nutrient reducing technologies.

Miami-Dade County and the SFWMD received a \$3,000,000.00 grant award from the FDEP's Innovative Technology Grant Program. The funding awarded to the SFWMD, a total of \$2,963,162.30, will be used to fund the design, construction, installation, operation, and maintenance of selected nutrient-reducing technologies. The funding awarded to the County, a total of \$36,837.70, will be used to evaluate the efficacy of technologies aimed at reducing nutrient pollution reaching surface waters in the northern Biscayne Bay watershed through water quality sample collection and analysis. No matching funds are required of the County or SFWMD for this grant.

Recommendation

It is recommended that the Board adopt this resolution approving Grant Agreement No. INV39 between the FDEP and Miami-Dade County and the SFWMD as co-grantees for up to \$3,000,000.00 to design, construct, operate, maintain and evaluate the efficacy of nutrient reducing technologies.

The funding awarded to the County, a total of \$36,837.70, will be used to evaluate the efficacy of technologies aimed at reducing nutrient pollution reaching surface waters in the northern Biscayne Bay watershed through water quality sample collection and analysis.

The funding awarded to the SFWMD, a total of \$2,963,162.30, will be used to fund the design, construction, installation, operation, and maintenance of selected nutrient-reducing technologies.

Scope

The Project will be located in the C-9 Basin in the Snake Creek Canal in District 1, represented by Commissioner Oliver G. Gilbert, III, in Miami-Dade County, although this resolution will have a County wide benefit.

Delegation of Authority

This resolution will authorize the County Mayor or County Mayor's designee to execute the agreement, in substantially the form attached as Exhibit 1 to the resolution, and to exercise the provisions set forth in the agreement and receive and expend said grant funds, pursuant to the conditions and parameters in this resolution. Additionally, this resolution authorizes the County Mayor or the County Mayor's designee to execute amendments for extensions of time and receive additional funds under this agreement so long as there is no required County match, all after approval from the County Attorney's Office as to form and legal sufficiency.

Fiscal Impact/Funding Source

Grant Agreement No. INV39 between the FDEP and Miami-Dade County and the SFWMD as co-grantees for up to \$3,000,000.00 as reimbursements to design, construct, install, operate, maintain and evaluate the efficacy of nutrient reducing technologies.

Grant Agreement No. INV39 will award the County, as reimbursement from the FDEP, up to \$36,837.70 for water quality sample collection and analysis. No County match is required as part of this grant award. Additionally, Grant Agreement No. INV39 will award the SFWMD, as reimbursement by the FDEP, a total of up to \$2,963,162.30 for the design, construction, installation, operation, and maintenance of selected nutrient-reducing technologies. No matching funds are required from the SFWMD.

Track Record/Monitor

The Division Chief of the Department of Regulatory and Economic Resources, Division of Water Resources Coordination, Pamela Sweeney, will monitor the activities associated with this grant agreement.

Background

The State of Florida and Miami-Dade County (County) have documented degraded water quality in Biscayne Bay largely resulting from nutrient-laden discharges into surface waters and polluted freshwater inflows. Poor water quality has led to habitat degradation, including seagrass loss, fish kills, and algal blooms in the bay. Significant attention is being given to characterizing and identifying the various sources of pollution, such as contaminants that are transported by stormwater as well as solutions to reduce or eliminate these contaminants and their sources. This project is a pilot initiative to demonstrate and evaluate the effectiveness and benefits of three different kinds of nutrient-scrubbing technologies at or near the source of pollution. The pilot project will be set up in C-9 Canal (Snake Creek) which is owned and operated by the SFWMD. The intent is to integrate proven nutrient reduction technologies in the conveyance network (in canals or on their shoreline) at key sources or discharge locations. This will allow for a performance assessment of treatment efficiency, impact on maintenance and operation, storm resiliency, and socio-economic metrics. It is therefore important to validate targeted treatment technologies before incorporating redesigns and upgrades of the area's stormwater conveyance systems to quantify the environmental and operational effectiveness of a given treatment solution.

The SFWMD will be responsible for the design, construction, installation, operation, and maintenance of selected nutrient-reducing technologies with the funds received from this agreement related to this project.

The County will be required to conduct sampling throughout the pilot project and during the test of the filtration devices to characterize and quantify the pollutants in the runoff in the targeted area. The County will submit a report to FDEP describing field activities completed and parameters sampled as well as other criteria. Sampling will be undertaken consistently with the approved Quality Assurance Project Plan (QAPP). The co-grantees will prepare, submit, and receive approval on a QAPP prior to commencement of any sampling, laboratory experiments and analyses and data analyses associated with the project. The County will submit the final department approved QAPP in PDF format to the FDEP's Grant Manager prior to sampling. Additionally, the County will be required to submit a final report to FDEP with the criteria and parameters defined in the agreement.

Per the grant agreement, some tasks are identified as to be performed by either the SFWMD or the County, some work is to be performed by both entities, and for some work and responsibilities, the grant agreement does not specify. The County will work with the SFWMD to ensure that all obligations are met.

A handwritten signature in black ink, reading "Roy Coley", written over a horizontal line.

Roy Coley
Chief Utilities and Regulatory Services Officer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION Standard Grant Agreement (1 OF 2)**

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

1. Project Title (Project):

Agreement Number:

Miami-Dade County & South Florida Water Management District Waterways Impact Protection Effort (WIPE-Out)

INV39

2. Parties

**State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000**

(Department)

Grantee Name: **South Florida Water Management District**

Entity Type: **Local Government**

Grantee Address: **3301 Gun Club Rd., West Palm Beach, FL 33406**

FEID: **59-6015290**

(Grantee)

3. Agreement Begin Date:

Date of Expiration:

Upon Execution

07/31/2026

4. Project Number: **INV39**

Project Location(s):

Miami-Dade County

(If different from Agreement Number)

Project Description:

This Project will test the effectiveness of three nutrient reduction technologies: Smart Sponge, Poseidon Pellets, and Bold & Gold BAM using a specially constructed water quality treatment unit at the C-9 canal.

5. Total Amount of Funding:

\$2,963,162.30

Funding Source?

Award #s or Line-Item Appropriations:

Amount per Source(s):

☒ State ☐ Federal

FY 22/23 GAA LI 1684

\$ 2,963,162.30

☐ State ☐ Federal

\$

☐ State ☐ Federal

\$

☐ Grantee Match

\$

Total Amount of Funding + Grantee Match, if any: \$ 2,963,162.30

6. Department's Grant Manager

Grantee's Grant Manager

Name: **Nicholas Daigle**

Name: **David Griffin**

or successor

or successor

Address: **3900 Commonwealth Blvd. MS 24
Tallahassee, FL 32399-3000**

Address: **3301 Gun Club Rd.
West Palm Beach, FL 33406**

Phone: **850-245-2319**

Phone: **561-682-2473**

Email: **nicholas.daigle@floridadep.gov**

Email: **dgriffin@sfwmd.gov**

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 section 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

☐ Exhibit E: Advance Payment Terms and Interest Earned Memo

☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☒ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
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 unless another date is specified in the grant documents.

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 Grant Agreement (2 OF 2)**

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

1. Project Title (Project):

Agreement Number:

Miami-Dade County & South Florida Water Management District Waterways Impact Protection Effort (WIPE-Out)

INV39

2. Parties

**State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000**

(Department)

Grantee Name: Miami-Dade County

Entity Type: Local Government

Grantee Address: 701 NW 1st Court
Miami, FL 33136

FEID: 59-6000573

(Grantee)

3. Agreement Begin Date:

Date of Expiration:

Upon Execution

07/31/2026

4. Project Number: INV39

Project Location(s):

Miami-Dade County

(If different from Agreement Number)

Project Description:

This Project will test the effectiveness of three nutrient reduction technologies: Smart Sponge, Poseidon Pellets, and Bold & Gold BAM using a specially constructed water quality treatment unit at the C-9 canal.

5. Total Amount of Funding:

\$36,837.70

Funding Source?

Award #s or Line-Item Appropriations:

Amount per Source(s):

☒ State ☐ Federal

FY 22/23 GAA LI 1684

\$36,837.70

☐ State ☐ Federal

\$

☐ State ☐ Federal

\$

☐ Grantee Match

\$

Total Amount of Funding + Grantee Match, if any: \$ 36,837.70

6. Department's Grant Manager

Grantee's Grant Manager

Name: Nicholas Daigle

Name: Pamela Sweeney

or successor

or successor

Address: 3900 Commonwealth Blvd., MS 24
Tallahassee, FL 32399-3000

Address: 701 NW 1st Court
Miami, FL 33136

Phone: 850-245-2319

Phone: 305-372-6594

Email: nicholas.daigle@floridadep.gov

Email: pamela.sweeney@miamidade.gov

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

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☐ Additional Attachments (if necessary):

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☐ Exhibit B: Property Reporting Form

☒ Exhibit C: Payment Request Summary Form

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☐ Exhibit E: Advance Payment Terms and Interest Earned Memo

☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
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 unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

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. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. 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/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. 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.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. 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.
- i. 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.
- j. 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.
- k. 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: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. 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 \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. 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-

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- 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 grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 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

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

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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, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator 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. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply 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 a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, 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. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. 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.

28. 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/>).

29. 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 §200.331 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.

30. 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.

31. Independent Contractor.

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

32. 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 Development 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. 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. INV39**

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 Miami-Dade County & South Florida Water Management District Waterways Impact Protection Effort (WIPE-Out). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on upon execution and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

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 as indicated in Attachment 3.
- 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. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

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. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: INV39**

ATTACHMENT 3

PROJECT TITLE: Miami-Dade County & South Florida Water Management District Waterways Impact Protection Effort (WIPE-Out)

PROJECT LOCATION: The Project will be located in the C-9 Basin in the Snake Creek Canal in Miami-Dade County. The Project will be on South Florida Water Management District owned right-of-way. Lat/long Coordinates are 25.961915; -80.269856. See *Figures 1 & 2*.

PROJECT BACKGROUND: The State of Florida and Miami-Dade County (County) have documented degraded water quality in Biscayne Bay largely resulting from nutrient-laden discharges into surface waters and polluted freshwater inflows. Poor water quality has led to habitat degradation, including seagrass loss, fish kills, and algal blooms in the bay. Significant attention is being given to characterizing and identifying the various sources of pollution, such as contaminants that are transported by stormwater as well as solutions to reduce or eliminate these contaminants and their sources. This project is a pilot initiative to demonstrate and evaluate the effectiveness and benefits of three different kinds of nutrient-scrubbing technologies at or near the source of the pollution. The pilot project will be set up in C-9 Canal (Snake Creek) which is owned and operated by the South Florida Water Management District (SFWMD). The intent is to integrate proven nutrient reduction technologies in the conveyance network (in canals or on their shoreline) at key source or discharge locations. This will allow for a performance assessment of treatment efficiency, impact on maintenance and operation, storm resiliency, and socio-economic metrics. It is therefore important to validate targeted treatment technologies before incorporating redesigns and upgrades of the area's stormwater conveyance systems to quantify the environmental and operational effectiveness of a given treatment solution.

PROJECT DESCRIPTION: The project consists of three pilot nutrient reduction technologies following their established Best Management Practices (BMPs). The project will include the design, supply, installation/operation, and monitoring of an in-situ Water Quality Treatment Unit, with each technology placed in its own designated chamber. A total of four chambers will be created within the Water Quality Treatment Unit, with the fourth chamber used to evaluate the potential cumulative nutrient reduction benefit from placing all three technologies within one chamber. Therefore, three of the four chambers will contain a single nutrient reduction technology, and the fourth will incorporate all three.

The three technologies being tested are Smart Sponge, Poseidon Pellets, and Bold & Gold BAM. Smart Sponge is a filter-like adsorption media that can be configured and composed to remove a variety of nutrients and other pollutants such as hydrocarbons and bacteria. It contains highly porous polymers with high oleophilic characteristics. Poseidon Pellets are a pelletized product made from sustainable mineral material with a high adsorption capacity that removes phosphorous from water upon contact. Bold & Gold BAM is a functionalized soil amendment which consists of a mixture of tire crumb, silt, clay and sand. This mixture provides an environment and food source for beneficial bacteria to fix and remove nutrients and fecal coliform.

This pilot project proposes to simulate canal flow by continuously pumping canal water to each of the four chambers, and a pump system will be used to bring water from the canal into an upland retention area and into a tank that will contain and aerate the water, and allow for particles to settle. The water will then leave the tank and travel into the four chambers. Once the water has been treated, it will then travel through an exit point and discharge back into the C-9 Canal via gravity.

Attachment 3, DEP Agreement #: INV39

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Once the initial construction of the chambers is completed, earth work will include the installation of a geomembrane liner with rip rap to protect the pump. Temporary power will be brought down from a nearby power pole to power the pump. The water will be brought in from a mid depth in the canal to avoid carrying debris into the treatment system. It is anticipated that the innovative filter units will maximize pollutant capture with minimal maintenance and disruption during peak rain events. Through the capture of pollutants at the point of contact with the nutrient reduction technology within the chamber rather than at the point of discharge back into the canal, the nutrient reduction technologies have an opportunity to provide a greater level of treatment through increased residence time/contact with the treatment technology. The intent of this project is to demonstrate capture and adsorption of stormwater run-off pollutants at or near the source, and potential benefits for utilization as a system-wide strategy for treating stormwater and improving quality of stormwater prior to reaching Biscayne Bay.

TASKS and DELIVERABLES:

Task 1: Quality Assurance Project Plan

Task Description, SFWMD and Miami-Dade County: The Grantees will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any sampling, laboratory experiments and analyses and data analyses associated with the project. The QAPP must specify the sampling procedures, locations, instruments, frequency, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager.

Deliverable 1a: Draft QAPP (SFWMD): The Grantee will submit the Draft QAPP in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager. The following lists the expected deliverables that are associated with the quality assurance requirements of this Grant:

- a. An initial planning review technical audit as specified in Section 4.D.1.e of Standard Quality Assurance (submitted to FDEP) shall be completed by the Grantee after the second completed sampling and analysis event, but no later than the fourth. The Grantee shall submit a report of this initial planning review audit within one month of the review, and that report shall include a statement of usability as described in Section 4.D.1.e of Standard Quality Assurance.
- b. Ongoing planning review technical audits shall be conducted annually thereafter for the remainder of the Grant, if applicable to the duration of the Grant, as described in Section 4.D.1.e of Standard Quality Assurance. The Grantee shall submit a report of each annual planning review audit with a statement of usability in Section 4.D.2 of Standard Quality Assurance, within one month of the review.
- c. The Grantee shall submit the Grant Quality Assurance Plan (QA Plan) as described in Section 4.D.2 of Standard Quality Assurance to the DEP Grant Manager no later than 45 days prior to the commencement of field and laboratory activities. Failure to submit the QA Plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP Grant Manager.
 - (i). The Grantee may submit a version of the QA Plan to the Department for approval no more than three times. If the Grantee fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.
 - (ii). Within 45 days of receipt of the QA Plan by the Department, the Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved. If further revisions are needed, the Grantee shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA Plan within 30 days of receipt of any revisions.

- (iii). If the review of the QA Plan by the Department is delayed beyond sixty (60) days after the QA Plan is received by the Department, through no fault of the Grantee, the Grantee shall have the option, after the QA Plan 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.
- (iv). 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 QA Plan to the DEP Grant Manager for review in writing. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager. If the Grantee fails to submit the required revisions, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.

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

Deliverable 1b: Final QAPP (Miami-Dade County): The Grantee will submit the Final Department-approved QAPP in PDF format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

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

Payment Request Schedule Task 1: No cost associated with this task. Department approval required to move forward to next task.

Task 2: Project Management

Task Description, SFWMD: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with contractors and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law and provide a list of contractors to the Department.

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

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

Payment Request Schedule Task 2: Grantee may submit a payment request for cost reimbursement no more frequently than quarterly. The task deliverables must be submitted and approved in writing prior to each payment request and may be submitted no more frequently than quarterly.

Task 3: Design, Construction, and Technology Installation

Task Description, SFWMD: The Grantee will conduct an assessment of the proposed stormwater drainage area and system in order to identify the most strategic locations for the deployment of the respective technologies. The Grantee will also be responsible for the design, site assessment, permits, construction, supply, installation, commissioning, operation, maintenance, and decommissioning of the specific water quality units, treatment device(s), and ancillary equipment and instrumentation.

Deliverable 3: The Grantee will submit an electronic copy of the technical construction and technology installation report to the Department's Grant Manager. The Grantee will demonstrate that the pilot project site meets design objectives, as evidenced by: 1) a list of all required permits identifying issue dates and issuing authorities; 2) Date-stamped color photographs of the construction site(s) prior to, during, and immediately following completion of the construction; 3) map showing test locations and specifications of the drainage features; 4) written certification statement that the Grantee has received record drawings and any required final inspection report(s) for the project from the construction subcontractor; 5) confirmed functionality of the project site and its experimental system by conducting an engineering survey prior to construction and assuring the site has power utility access prior to starting construction; 6) signed acceptance of the completed work by the Grantee; and 7) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the accepted design.

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

Payment Request Schedule Task 3: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 4: Operation & Maintenance

Task Description, SFWMD: The Grantee will operate and maintain the pilot project in accordance with Task 2 and a detailed Operation and Maintenance (O&M) Plan. The O&M Plan shall be submitted to the Department for approval prior to beginning construction. Part of this plan will include maintenance schedules and protocols for tasks such as cleaning, calibration, inspections and/or replacement of parts and materials. In addition, it will address the process for operational emergency, which includes outlining procedures for unexpected malfunctions and what the response time would be. In addition, the Grantee will document any operational issues or failures, and document the steps taken to resolve them. The Grantee will manage project vendors to provide all site work necessary for continued operations and maintenance throughout project and its decommissioning. This will include, but is not limited to, electrical power, stone entrance roads, fill for equipment pads, and tertiary containment for bulk chemical storage.

Deliverable 4: The Grantee will submit 1) an Operations and Maintenance Plan; 2) quarterly maintenance reports which will document the maintenance activities, issues encountered and what resolutions were applied; and 3) equipment inventory for each of the individual technologies. In addition, the Grantee will document any operational issues or failures, and document the steps taken to resolve them.

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

Payment Request Schedule Task 4: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly. The interim deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 5: Monitoring

Description, Miami-Dade County: The Grantee will conduct sampling throughout the pilot project and during the test of the filtration devices to characterize and quantify the pollutants in the runoff in the targeted area. Sampling will be undertaken consistent with the approved QAPP. The Water Quality Treatment Unit, outfitted with one nutrient reducing technology unit per chamber, will be modified with the ability to collect runoff prior to and after passive treatment through each unit's deployed nutrient reducing technology/device. The configuration of the individual units (i.e., Smart Sponge, Poseidon Pellets, and Bold & Gold BAM) will allow for both continuous grab and composite sample collections. Also, during the pilot project, if the unit(s) media is replaced, media samples will be taken from each water quality unit and analyzed for total absorption and adsorption capabilities. The goal will be to collect samples after the settling tank and prior to processing through the nutrient reduction technology. Samples will also be collected after storm events to evaluate the efficacy of each nutrient reducing technology immediately after peak rain volumes. After each storm event, the samples will be analyzed for key pollutants of concern in accordance with the approved QAPP. This data will then be correlated to a runoff analysis to assess an overall potential sustainable stormwater purification value for use as a watershed-wide strategy for stormwater management.

Deliverable 5: The Grantee will submit 1) a report describing field work completed including, as applicable, information related to storm events and record of flow volume through Water Quality Treatment Unit chambers; 2) copies of field sheets/logs and signed/dated chain of custody documents; 3) media sample analysis data in Excel format, if applicable; 4) screenshots of instrumentation dashboard with annotations, including but not limited to data summaries, as applicable; and 5) a report of parameters sampled.

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

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

Payment Request Schedule Task 5: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly. The interim deliverables must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 6: Final Report

Task Description, SFWMD and Miami-Dade County: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Executive Summary providing a concise overview of the project scope, objectives, key findings, and implications for the target community or stakeholders.
- 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.
- A Techno-Economic Analysis (TEA) to evaluate the economic performance of the technologies.

The Grantee is required to provide the Department with a presentation on the results of their project. The Grantee has the option to provide a virtual presentation (Microsoft Teams) or an in-person presentation of their Final Report. The Grantee will notify the Department's Grant Manager of their decision prior to their submission of the Final Report. Please note that travel expenses for an in-person presentation are not reimbursable or allowable. The presentation will be no more than 60 minutes and will have sufficient time for questions and answers.

Deliverable 6a: Draft Report (SFWMD): An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report 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 Report.

Deliverable 6b: Final Report (MDC): An electronic copy of the Final Report, with all suggested changes incorporated, in PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it is in compliance with this task description.

Deliverable 6c: Final Report Presentation: The Grantee will submit an electronic copy of the Final Report Presentation prior to presentation day. Upon request, the Grantee will provide a paper copy of the Final Report Presentation.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it is in compliance with this task description.

PROJECT TASK TIMELINE: PRINCIPAL TABLE The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date. Note “MDC” denotes Miami-Dade and “SFWMD” denotes the South Florida Water Management District.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Quality Assurance Project Plan (MDC and SFWMD)*	01/15/2025	03/31/2025	
1a	Draft QAPP (MDC and SFWMD)			01/31/2025
1b	Final QAPP (MDC and SFWMD)			03/31/2025
2	Project Management (SFWMD)	01/15/2025	05/15/2026	Quarterly
3	Design, Construction, & Technology Installation (SFWMD)	01/15/2025	05/15/2025	Quarterly
4	Operation & Maintenance (SFWMD)	01/15/2026	05/15/2026	Quarterly
5	Monitoring (MDC)	01/15/2025	05/15/2026	Quarterly
6	Final Report (MDC and SFWMD)	01/15/2025	05/31/2026	
6a	Draft Final Report (SFWMD)			04/15/2026
6b	Final Report (MDC)			05/15/2026
6c	Final Report Presentation			05/31/2026

*At no time can Task 1 have a cost associated unless the Grantees specify which sections of the QAPP will be completed by each Grantee.

PROJECT TASK TIMELINE: MIAMI-DADE COUNTY

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1b	Final QAPP (MDC)	01/15/2025	03/31/2025	01/15/2025
5	Monitoring (MDC)	01/15/2025	05/15/2026	Quarterly
6b	Final Report (MDC)	01/15/2025	05/31/2026	05/31/2026

PROJECT TASK TIMELINE: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1a	Draft QAPP (SFWMD)	01/15/2025	01/31/2025	11/31/2025
2	Project Management (SFWMD)	01/15/2025	05/15/2026	Quarterly
3	Design, Construction, & Technology Installation (SFWMD)	01/15/2025	05/15/2026	Quarterly
4	Operation & Maintenance (SFWMD)	01/15/2025	05/15/2026	Quarterly
6a	Draft Final Report (SFWMD)	01/15/2025	04/15/2026	04/15/2026

BUDGET DETAIL BY TASK: PRINCIPAL TABLE

Fixed cost grant funding must not exceed the budget amounts as indicated below.

Task No.	Budget Category	Budget Amount
1a	No Cost	\$0
	Total For Task:	\$0
1b	No Cost	\$0
	Total For Task:	\$0
2	Contractual Services	\$151,625.00
	Total for Task:	\$151,625.00
3	Contractual Services	\$2,721,537.30
	Total for Task:	\$2,721,537.30
4	Contractual Services	\$90,000.00
	Total for Task:	\$90,000.00
5	Salary	\$12,924.00
	Fringe	\$5,137.29
	Travel	\$587.40
	Misc./Other Expenses	\$4,692.60
	Indirect Cost (74.7256%)	\$13,496.41
	Total for Task:	\$36,837.70
6a	No Cost	\$0
6b	No Cost	\$0
Total For Task:		\$0
Total for All Tasks:		\$3,000,000

BUDGET DETAIL BY TASK: MIAMI-DADE COUNTY

Task No.	Budget Category	Budget Amount
1b	No Cost	\$0
	Total for Task:	\$0
5	Salary	\$12,924.00
	Fringe	\$5,137.29
	Indirect Cost (74.7256%)	\$13,496.41
	Misc./Other Expenses	\$4,692.60
	Travel	\$587.40
6b	No Cost	\$0
	Total for Task:	\$0
Total for All Tasks:		\$36,837.70

BUDGET DETAIL BY TASK: SFWMD

Task No.	Budget Category	Budget Amount
1a	No Cost	\$0
	Total For Task:	\$0
2	Contractual Services	\$151,625.00
	Total for Task:	\$151,625.00
3	Contractual Services	\$2,721,537.30
	Total for Task:	\$2,721,537.30
4	Contractual Services	\$90,000.00
	Total for Task:	\$90,000.00
6a	No Cost	\$0
	Total for Task:	\$0
Total for All Tasks:		\$2,963,162.30

SALARY AND FRINGE BENEFITS BY TASK: MIAMI-DADE COUNTY

Task/Deliverable Number	Position Title	Hourly Rate Not to Exceed	Fringe Rate (%) Not to Exceed
5	MDC-Engineer 2	\$34.92	39.75
	MDC-Hydrogeologist 2	\$27.73	39.75
	MDC-Biologist 2	\$27.73	39.75
	MDC-Lab Technician	\$17.32	39.75

PROJECT BUDGET SUMMARY: PRINCIPAL TABLE

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

Category Totals	Grant Funding, Not to Exceed, \$
Salaries	\$12,924.00
Fringe	\$5,137.29
Contractual Services	\$2,963,162.30
Travel	\$587.40
Miscellaneous/Other Expenses	\$4,692.60
Indirect/Overhead (10%)	\$13,496.41
Total:	\$3,000,000

PROJECT BUDGET SUMMARY: MIAMI-DADE COUNTY

Category Totals	Grant Funding, Not to Exceed, \$
Salaries	\$12,924.00
Fringe	\$5,137.29
Contractual Services	\$0
Travel	\$587.40
Miscellaneous/Other Expenses	\$4,692.60
Indirect/Overhead (10%)	\$13,496.41
Total:	\$36,837.70

PROJECT BUDGET SUMMARY: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services	\$2,963,162.30
Total:	\$2,963,162.30

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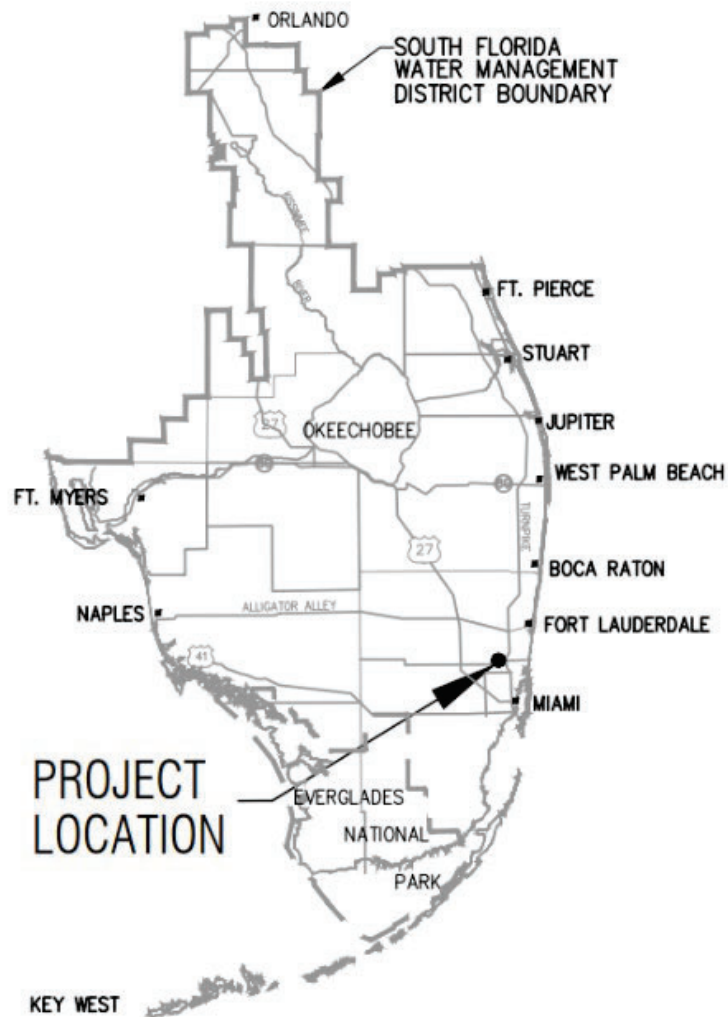


Figure 1 – Project Location



LOCATION MAP

SCALE: 1" = 2000'

Figure 2 – Project Location

**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 and 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 \$1,000,000 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 \$1,000,000 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 \$1,000,000 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 non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

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.

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 time the reporting package was delivered to the recipient and any 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 program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$

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

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

Attachment 5, Exhibit 1

5 of 7

MDC043

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding
INV39	Department of Environmental Protection	2022-2023	37.103	Innovative Technologies	\$3,000,000
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding

Total Award	\$3,000,000
-------------	-------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the state for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent the 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 each program.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (<https://sam.gov/content/assistance-listings>) and/or the Florida Catalog of State Financial Assistance (CSFA) (https://apps.fldfs.com/fsaa/state_projects_compliance_supplement) and the State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement) (https://apps.fldfs.com/fsaa/state_projects_compliance_supplement).

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the R in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE HARMFUL ALGAL BLOOM (HAB) INNOVATIVE TECHNOLOGY GRANT PROGRAM**

ATTACHMENT 6

1. Definitions: None.
2. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any Agreement activity that may fall under the applicable federal, state or local laws.
3. The Grantee acknowledges that any purchases made by the Grantee before the Standard Grant Agreement was signed by all parties are not guaranteed cost reimbursement by the Department.
4. The Grantee acknowledges that the Department will not reimburse expenses associated with the obtainment of patents, the publishing of research or scientific papers, the preparation of posters or other media, and/or the presentation of the research at professional or scientific forums.
5. The Grantee will administer a Microsoft PowerPoint presentation of project scope, summaries of activities and monitoring completed and not completed, key findings, lessons learned, and implications upon the conclusion of their research if requested by the Department. This presentation may be presented virtually, or in-person based on the Grantee's preference; however, travel costs for in-person presentations are not reimbursable and will be at the Grantee's expense. If presented in-person, the presentation will be given at the Marjorie Stoneman Douglas Building at 3900 Commonwealth Avenue, Tallahassee, FL. Another location may be selected if agreed to by the Department. Prior to the presentation, the Grantee will provide read-ahead copies of the slides no later than five business days before the presentation. The presentation will be of sufficient duration to adequately present the elements described above and will typically last about 50 minutes with at least 10 additional minutes allocated for questions and answers. The Department must provide the Grantee at least a 30-day notice of their interest in receiving the presentation with the presentation administered as part of Task 6. The reimbursement for expenses incurred in the preparation and delivery of this presentation will be included within the Task #6: Final Report invoices.
6. Grantee's subcontractors will be selected in compliance with state law through a competitive process or sole source.
7. The Grantee is fully responsible for satisfying the terms and conditions of this Agreement and cannot delegate any of those responsibilities to any subcontractors or authorize subcontractors to directly communicate or liaise with the Department without their inclusion and participation in said communications.
8. The Grantee acknowledges that the Department requires samples collected during research must be processed in National Environmental Laboratory Accreditation Conference (NELAC) certified laboratories and has factored the expenses associated with the utilization of such a laboratory within their Budget-Cost Analysis Form and Grant Work Plan.

Attachment 6, DEP Agreement#: INV39

1 of 2

Rev. 11/20/2024

MDC046

9. The Grantee acknowledges that the Department's contractual boilerplate language for grant work plans, quality assurance project plans (QAPP), deliverable templates and other contractual documentation is not subject to applicant-initiated changes or modifications.
10. After entering into this Agreement, the Grantee acknowledges the requirement to submit a scientifically rigorous QAPP compliant with the Department's template for those grants involving the collection and analyses of samples. The Grantee will have up to three opportunities to submit a QAPP acceptable to the Department and must conform to this plan for the duration of the agreement.
11. The Grantee acknowledges that the grant will be for cost reimbursement; advance payment is not authorized.
12. Equipment, software and software license purchases necessary for the project will be reviewed and approved at the Department's discretion on a limited case-by-case basis (rental and lease of equipment is acceptable).
13. The Grantee acknowledges that the final report will be formatted to satisfy Section 508 of the Rehabilitation Act of 1973 Federal Law requirements to make the information in the report accessible to people with disabilities and permit posting of this report on the Department's website.
14. The Grantee acknowledges that the formulas and format contained within the Department's Budget Cost Analysis form is not subject to applicant-initiated changes or modifications without obtaining written approval from the Department.
15. The Grantee acknowledges that the maximum indirect rate applied to the grant cannot exceed 15% of the total funding request.
16. The Grantee acknowledges that the Fringe benefits expenses must be shown separately on the Department's Budget Cost Analysis form and cannot be lumped within the Salary/Hourly expenses.
17. The Grantee acknowledges that Fringe benefits may not be included in the calculation for indirect costs. Salary and all other approved allowable categories as shown in the Budget Cost Analysis may be included in the calculation.
18. The Grantee acknowledges that any Salary expenditure will be calculated as hourly rates and will provide verifiable supporting documentation via timesheets or other approved documentation as determined by the Department.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	INV39		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
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. INV39 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.: INV39 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

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

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Indirect Cost	\$	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$	\$	\$N/A	\$N/A
Land Acquisition	\$ 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.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid

waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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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. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 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.

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 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 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
 - ▶ 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
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.

Exhibit D, DEP Grant #: INV39 4
of 6

- ▶ 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 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 I - FORCED LABOR ATTESTATION FORM

**State of Florida
Department of Environmental Protection
Forced Labor Attestation Form**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity.

I, _____, hereby attest under penalty of perjury that
does not engage in the use of coercion for labor or services as defined in the relevant section of
the regulations.

This attestation is made in accordance with the requirements outlined in section 787.06, F.S.,
which mandates that upon execution, renewal, or extension of a contract between a
nongovernmental entity and a governmental entity, the nongovernmental entity must provide an
affidavit signed by an officer or representative attesting to the absence of coercion for labor or
services.

I affirm that the information provided in this affidavit is true and accurate to the best of my
knowledge.

Printed Name:

Title:

Signature:

Date:



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 3, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(3)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, 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) ____, 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(L)(3)
9-3-25

RESOLUTION NO. R-853-25

RESOLUTION APPROVING, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE, GRANT AGREEMENT NO. INV39 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND MIAMI-DADE COUNTY AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AS CO-GRANTEES, WHICH PROVIDES UP TO \$3,000,000.00 TO DESIGN, CONSTRUCT, OPERATE, MAINTAIN, AND EVALUATE THE EFFICACY OF NUTRIENT-REDUCING TECHNOLOGIES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS OF THE AGREEMENT, TO RECEIVE AND EXPEND FUNDS UNDER THE AGREEMENT, AND TO EXECUTE AMENDMENTS FOR EXTENSION OF TIME AND FOR RECEIPT OF ADDITIONAL FUNDS UNDER THE AGREEMENT WITHIN CERTAIN PARAMETERS

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

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

Section 1. The matters contained in the foregoing recital and the accompanying County Mayor's memorandum are incorporated as if fully set forth herein.

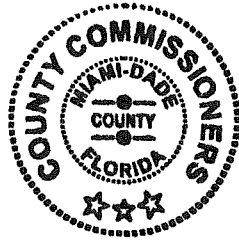
Section 2. This Board hereby approves, and authorizes the County Mayor or County Mayor's designee to execute, Grant Agreement No. INV39 between the Florida Department of Environmental Protection (FDEP) and Miami-Dade County and the South Florida Water Management District as co-grantees, attached hereto as exhibit 1 and made a part hereof, which provides up to \$3,000,000.00, with no required matching funds, to design, construct, operate, maintain, and evaluate the efficacy of nutrient-reducing technologies.

Section 3. This Board hereby authorizes the County Mayor or County Mayor's designee to exercise the provisions of the agreement, to receive and expend funds provided under the agreement, and, after approval from the County Attorney's Office as to form and legal sufficiency, to execute amendments for extension of time and for receipt of additional funds provided under the agreement so long as there is no required County match.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	absent
Sen. René García	absent	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of September, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

CJW

Abbie Schwaderer Raurell
Christopher J. Wahl