

AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
JULY 13, 2023 @ 8:30 A.M.

Board of Supervisors:

Taylor Meals, Chair
Robert C. Stern, Jr., Vice-Chair
Phyllis Wright
Sydney B. Crampton (absent)
Lani Gaver

Staff:

Ray Burroughs, Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations Manager
Keith R. Ledford Jr., P.E., Technical Support Manager
Lisa Hawkins, Finance Director
Teresa Herzog, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. ANNOUNCEMENTS – Additions or Deletions
3. SERVICE AWARDS
 - a. Wastewater Plant Operator – Gregory Miller 20-years
4. PUBLIC INPUT

To address the Board during this portion of the meeting you must fill out a Civility Agreement, state your name and address for the record and which agenda item is to be addressed. Remarks shall be limited to 4 minutes and no discussion will take place during this portion of the meeting.

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING

5. PRESENTATION
 - a. Employee Benefits Committee Recommendation
6. CONSENT SECTION
 - a. Minutes of the Regular Meeting dated June 8, 2023
Recommended Action: Approve the meeting minutes.
 - b. Big W Law Invoice dated June 16, 2023.
Recommended Action: Approve the Attorney's Invoice in the amount of \$1,425.00.
 - c. Execution of the FDEP Agreement for Generator Replacement
Recommended Action: Authorize the Chair to execute the Generator Replacement No. HA019 FDEP Standard Grant Agreement.
 - d. Execution of the FDEP Agreement for South WRF Electrical Upgrade
Recommended Action: Authorize the Chair to execute the South WRF Electrical Upgrade No. HA025 FDEP Standard Grant Agreement.
7. ACTION ITEMS
8. DISCUSSION
9. ADMINISTRATOR'S REPORT – Ray Burroughs

- a. WATER OPERATIONS MANAGER – Dewey Futch
 - b. WASTEWATER OPERATIONS MANAGER – David Larson
 - c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E.
 - d. FINANCE DIRECTOR – Lisa Hawkins
 - 1. June Financial Statements
 - 2. June Investment Statements
- 10. ATTORNEY’S REPORT – Robert H. Berntsson
 - 11. OLD BUSINESS
 - 12. NEW BUSINESS
 - 13. PUBLIC COMMENT – ANY TOPIC
- To address the Board during this portion of the meeting, you must fill out a Civility Agreement and state your name and address for the record. Each person will be allowed no more than 4 minutes.
- 14. BOARD MEMBER COMMENTS
 - 15. ADJOURN

Anyone who decides to appeal a decision of this Board will need a record of the proceedings pertaining thereto and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DISABILITY INFORMATION – In accordance with the Americans with Disabilities Act and FS 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact EWD at 941-474-3217 no later than 7 days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at 800-955-8771 (9TCC) or 800-955-8770 (VOICE) for assistance.

Posted 07/07/2023

BOARD AGENDA ITEM SUMMARY

6a

MEETING DATE: July 13, 2023

SUBJECT: Minutes of the Regular Meeting dated: June 8, 2023

CATEGORY: X Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the regular meeting minutes dated June 8, 2023.**

PURPOSE / JUSTIFICATION: **An Enabling Act requirement for the official record of meetings.**

MOTION: **To approve the minutes of the regular meeting dated June 8, 2023.**

Prepared By: **Teresa Herzog**

Date: **June 15, 2023**

Approvals:




Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Minutes of the regular meeting dated June 8, 2023.**

**MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
JUNE 8, 2023 @ 8:30 A.M.**

Board of Supervisors:

Taylor Meals, Chair
Robert C. Stern, Jr., Vice-Chair
Phyllis Wright (absent)
Sydney B. Crampton
Lani Gaver

Staff:

Ray Burroughs, Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations Manager
Keith R. Ledford Jr., P.E., Technical Support Manager
Lisa Hawkins, Finance Director
Teresa Herzog, Executive Assistant

1. The meeting began with the Pledge of Allegiance and roll call to establish a quorum.
2. ANNOUNCEMENTS – Addition of action items 7e Employee Benefits Committee Recommendation and 7f Centrifuge Control Panel Upgrade.
3. SERVICE AWARDS – with gratitude, Chair Meals presented awards to:
 - a. Customer Service Manager, Jordan Chunco – 5-years
 - b. Water Plant Operator, Justin Soloman – 5-years
 - c. Collections Maintenance Technician, John Shreve – 5-years
4. PUBLIC INPUT – Steven Bernstein (LBJ Investments), 2140 S McCall Rd – Mr. Bernstein requested an additional water adjustment because there was no leak discovered at the property, he suspected it was theft. Mr. Burroughs referenced the Customer Rules and Regulations and explained no additional adjustment would be permitted but the meter will be replaced with a data log meter. A hose bib locking device was also suggested. Request denied.
5. PRESENTATIONS
 - a. FY2023 Forecast Report and Budget Amendment Request – Lisa HawkinsMs. Hawkins reviewed the written forecast report and explained the reasons a budget amendment was necessary. Mr. Burroughs added that some of the money spent on hurricane related line items will be reimbursed through insurance and FEMA.
Ms. Gaver moved, **“to approve,”** seconded by Ms. Crampton.

UNANIMOUS

23-06-08 A

Full motion read: To approve an amendment to the FY2023 budget in the amount of \$347,954.00.

6. CONSENT SECTION – Chair Meals called for questions or approval of the consent agenda. Mr. Stern moved, **“to approve the consent agenda as published,”** seconded by Ms. Gaver.
 - a. Minutes of the Regular Meeting dated May 4, 2023
Recommended Action: Approve the meeting minutes.

23-06-08 CS A

b. Big W Law Invoice dated May 16, 2023

23-06-08 CS B

Recommended Action: Approve the Attorney's Invoice in the amount of \$675.00.

c. Warehouse Inventory of Pit Controllers

23-06-08 CS C

Recommended Action: To authorize the Administrator to purchase pit controllers for a total cost of \$60,450.00 for FY2024. Pit Controllers will be purchased through single source procurement from AIRVAC, Inc.

UNANIMOUS

7. ACTION ITEMS

a. Allied Universal Security Services, LLC Agreement – Mr. Burroughs introduced the item. Staff is requesting approval of a security guard so 3rd shift can be eliminated as the state only mandates the WRF to be staffed 16 hours per day. Mr. Larson added explanation of staffing difficulties at the plant and Mr. Burroughs explained that changes in the law allow out of state operators to receive licensing in Florida more easily, which may help.

Ms. Crampton moved, **“to authorize the Administrator to sign the Allied Universal Security Services, LLC agreement in the amount of \$26,946.00 for the remainder of FY2023,”** seconded by Mr. Stern.

UNANIMOUS

23-06-08 B

b. WRF Plant 1 & 2 Rehab – Mr. Burroughs stated these repairs are necessary to keep the plants operational until the new plant comes on line, funds are available in the CIP budget.

Ms. Gaver moved, **“to approve,”** seconded by Mr. Stern.

UNANIMOUS

23-06-08 C

Full motion read: 1) To create a new FY23 CIP Project – WRF Plant 1 & 2 Rehab (account number to be determined);

2) To transfer \$1,475,000 from 625665-600-250 CIP – Reuse Improvement Design to fund the new project account;

3) To approve the proposal from Evoqua Quote #578174-A2 dated May 16, 2023, in the amount of \$1,414,000 for the required work. Funds to come from Wastewater revenues;

4) To approve estimate #022529 from DeJonge Excavating Contractors, Inc. dated May 31, 2023, in the amount of \$42,135.00 for the required work. Funds to come from Wastewater revenues.

c. Mobile Generators – Mr. Burroughs introduced the item. EWD was awarded \$750,000 from the FDEP Hurricane Stormwater & Wastewater Assistance Grant Program for the purchase of 6 mobile generators. If EWD added another \$50,000, a 7th generator could be purchased and all the grant funds would be expended. Delivery is estimated in 46 to 52 weeks.

Ms. Gaver moved, **“to approve,”** seconded by Ms. Crampton.

UNANIMOUS

23-06-08 D

Full motion read: 1) To create a new FY23 CIP Project – Mobile Generators with a budget of \$800,000; 2) To authorize the purchase of Qty (7) 125kW Blue Star Generators, Model – VD125-02FT4MPT from mid Florida Diesel for the amount of \$774,655.00, piggybacking Florida Sheriffs Association Bid FSA 20-EQU.18.0, expiring September 30, 2023. Funds to come from Wastewater revenues.

d. Elevated Tank Additional Repairs – Ratification of Emergency Procurement Memo – Mr. Burroughs stated the elevated tank was extensively damaged during the hurricane. The contractor has completed most of the cross bars already to shore up the tank but there are certain other replacements that they will have to do so we are getting everything done at once. Funds have been shifted within the CIP budget to pay for this project. This authorization is just for emergency repairs that are happening now. Exterior painting will be put out to bid and completed in the future. Chair Meals added they have found additional repairs that need to be done and it makes sense to do it while they are here.

Mr. Stern moved, **“to approve as presented,”** seconded by Ms. Gaver.

UNANIMOUS

23-06-08 E

Full motion read: To ratify the Notice of Emergency Procurement, executed by Chair Meals, dated June 7, 2023: 1) approval of the Elevated Tank Repair by Industrial Painting Services in the amount of \$138,000. Funds to come from the CIP Budget.

e. Employee Benefits Committee Recommendation – Mr. Burroughs introduced the item. Following yesterday’s committee meeting, it was the recommendation of the committee to go with the PRM group for EWD’s insurance. Dave Wampler has provided excellent service to the District over the years but the savings by switching is significant. A representative from EWD will be attending the quarterly meetings and the committee meetings will continue to discuss what will be presented to the Board at the July meeting.

Ms. Gaver moved, **“to approve,”** seconded by Mr. Stern.

UNANIMOUS

23-06-08 F

Full motion read: 1) To authorize the Administrator to sign, and the secretary to the Board attest the Intergovernmental Cooperative Agreement with Public Risk Management of Florida Health Trust.

f. Centrifuge Control Panel Upgrade – Mr. Burroughs stated that the current control panel is not compatible with the new centrifuge that is scheduled to be delivered in early July. This panel is needed for the centrifuge to operate correctly and we are in negotiations with Perialisi to take the old equipment which may save us some money in the long run.

Ms. Crampton moved, **“to authorize the Administrator to approve the purchase of the required control panel upgrades from Perialisi in the amount of \$45,000.00. Funds to come from Wastewater Revenues,”** seconded by Mr. Stern.

UNANIMOUS

23-06-08 G

8. DISCUSSION

a. Customer Rules and Regulations Water Adjustment Policy – Mr. Burroughs began the discussion stating this is a minor adjustment to our rules. It will allow for an additional adjustment if a leak spans 2 monthly bills.

Ms. Gaver moved, “to approve that,” seconded by Mr. Stern.

UNANIMOUS

23-06-08 H

Full motion read: To accept the change to the Customer Rules and Regulations as presented.

b. FY24 Vehicle Purchases – Mr. Burroughs explained vehicle purchases can take up to 2 years before they are received. This will authorize staff to proceed with obtaining quotes for the 2 requested replacement vehicles. The Florida Sheriffs Association piggyback contract will be utilized in making these purchases.

Mr. Stern moved, “to approve as presented,” seconded by Ms. Gaver.

UNANIMOUS

23-06-08 I

Full motion read: To authorize staff to proceed with obtaining quotes for the replacement vehicles.

9. ADMINISTRATOR’S REPORT – Ray Burroughs

a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

1. Total send out for May 2023 was 94.45 MG/2022 was 89.31 MG.
2. Average send out was 3.04 MGD/2022 average send out was 2.88 MGD and the 2023 high was 3.33 MGD/2022 high was 3.24 MGD.
3. Rainfall for May 2023 was .9”/2022 was 5.74”.
4. This past month at the plant Utility Painting Service has been working on the elevated tank. The wind rods have all been replaced and all of the old cell phone equipment has been removed along with other abandoned materials attached to the tank.
5. General Control Systems was on site working on the big service pumps making sure that the system is prepared to run without the elevated tank when it’s taken out of service.
6. The roofers have been bringing in materials and equipment and should be starting later this week. All Steel will be here next week to start on the repairs to the warehouse building.
7. The operators at the plant have been moving water and chlorine lines off the RO roof to be out of the way for the roofing job.
8. Staff met with Sarasota County behind the RO building about the stormwater ditch that runs from behind Quail’s Run to Goffried Creek. It takes stormwater from this end of town and was clogged with debris and trees from Hurricane Ian. Contractors worked through the weekend cleaning out and hauling debris from the sight.

Distribution:

1. Distribution had 2 incidents to report:
 - a. On 5/7 the 4" watermain located on Wyoming Ave broke and repairs were made with a repair clamp; no boil water notice was issued.
 - b. On 5/13 the 4" watermain located on Edwards St broke and repairs were made with a repair clamp; no boil water notice was issued.
 2. 15 new single-family meters were set equaling 15 ERCs.
 3. 25 radio heads were replaced.
 4. 324 customer requested turn-offs were completed.
 5. Lead line inventory is at 60.3% completion.
- b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

1. The average daily flow for May 2023 was 1.41 MGD about the same as last year with a peak flow of 1.77 MG for the month.
2. Staff replaced the raw and return piping on Plant #3 along with the help of an outside welder.
3. Repair work to the maintenance shed and building have been completed by All Steel.
4. Normal operations and maintenance are ongoing.

Collections:

1. Crews replaced a vacuum pit on Oyster Creek Dr and continue to repair service lines damaged by the fiber optic contractors.
 2. Normal operations and maintenance are ongoing.
- c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E. Mr. Ledford

updated his written report

CIP/In-house Projects:

1. EBCO FM Replacement – DeJonge Excavating is scheduled to gout the abandoned force main; this will complete the project.
2. LS #114 Improvements Brook to Bay – met with contactor for the lift station start up and working on the FDEP documents to close out this project and apply to put the lift station into service. The entire project cannot be completed until Brook to Bay is able to reconstruct their seawall/retaining wall.
3. V-1 Station Rehab – yesterday was the last day for questions, not too many throughout the process.

Developments/Projects Approved for Construction

1. Coco Bay – about half a dozen homes are under construction.
2. Lake Emily – the contractor has set the lift stations and is working to install the sewer mains.

d. FINANCE DIRECTOR – Lisa Hawkins Ms. Hawkins stated the financial reports will be reported in the current month now that the meetings have been moved to the second Thursday of the month.

Financial Statements:

1. May – operating revenues were \$13.616M, about \$334K more than last year. There were operating expenses of \$11.486M, leaving an operating surplus of \$2.130M.

Investment Statements:

1. May – we had \$20.510M invested at RBC and at Centennial Bank we had \$4.101M for a total of \$24.153M in cash and investments.

Mr. Burroughs concluded the Administrator's report.

10. ATTORNEY'S REPORT – Robert H. Berntsson – None
11. OLD BUSINESS – Mr. Burroughs supplied an update on the CodeRed Emergency Alert System. It can be used if necessary.
12. NEW BUSINESS – None
13. PUBLIC COMMENT – ANY TOPIC – None
14. BOARD MEMBER COMMENTS – Ms. Gaver commented on employee health insurance and Ms. Crampton recognized the good service Wampler Insurance provided the District.
15. ADJOURNED @ 9:35 am

Robert C. Stern Jr., Vice-Chair

APPROVED

/tlh

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BOARD AGENDA ITEM SUMMARY

6b

MEETING DATE: July 13, 2023

SUBJECT: The Big W Law Attorney's Invoice dated June 16, 2023

CATEGORY: X Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Request Board approval for payment of the Big W Law Attorney's invoice dated June 16, 2023.**

PURPOSE / JUSTIFICATION: **Legal services rendered.**

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes X no

Amount Budgeted	\$	23,000.00
Year to Date Expenditures	\$	(10,575.00)
Total Expenditure Required	\$	<u>(1,425.00)</u>
Remaining in Budget	\$	<u>11,000.00</u>

MOTION: **To approve the Big W Law Attorney's invoice dated June 16, 2023 for services rendered May 16, 2023 through June 15, 2023 in the amount of \$1,425.00. Funds to come from water/wastewater revenues.**


Prepared By: **Teresa Herzog**

Date: **June 16, 2023**

Approvals




Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **The Big W Law Attorney's invoice dated June 16, 2023.**



WIDEIKIS, BENEDICT & BERNTSSON, LLC

THE BIG W LAW FIRM

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District
 therzog@englewoodwater.com
 201 Selma Avenue

Received 06/16/2023
 by: Englewood Water District
 @ 9:45 a.m. T. Herzog

Statement Date: 06/16/2023
 Statement No. 31719
 Account No. 8.0000

Englewood, FL 34223

Legal Services
 PO 55958

FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
05/16/2023	RHB	Email with Ms. Herzog; Telephone conference with Ms. Herzog; Email with Mr. Ledford; Review Sarasota County easement; Review Boca Royale unit 18 plat; Telephone conference with Mr. Ledford.	300.00	0.75	225.00
05/19/2023	RHB	Emails with Ms. Wheaton.	300.00	0.50	150.00
05/25/2023	RHB	Email with Ms. Bagshaw; Review letter from PGCS Claim Services.	300.00	0.25	75.00
06/02/2023	RHB	Email with Ms. Herzog; Review agenda.	300.00	0.25	75.00
06/06/2023	RHB	Email with Ms. Bagshaw; Email with Ms. Wheaton; Review PRM Bylaws; Email with Mr. Ledford; Review Boca Royale Plat.	300.00	1.00	300.00
06/07/2023	RHB	Email with Mr. Ledford; Email with Ms. Herzog.	300.00	0.25	75.00
06/08/2023	RHB	Prepare for and attend Board of Supervisors Meeting; Conference with Mr. Ledford.	300.00	1.50	450.00
06/15/2023	RHB	Email with Mr. Ledford.	300.00	0.25	75.00
		For Current Services Rendered		4.75	1,425.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Robert Berntsson	4.75	\$300.00	\$1,425.00

PREVIOUS BALANCE \$675.00

Total Current Work 1,425.00

Payments

Total Payments for 06/12/2023 -675.00

Englewood Water District
Account No. 8.0000
RE: Legal Services

Statement Date: 06/16/2023
Statement No. 31719

Balance Due

\$1,425.00

Billing History					
<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
97,362.50	396.26	0.00	7.80	0.00	95,945.30

BOARD AGENDA ITEM SUMMARY

6c

MEETING DATE: July 13, 2023

SUBJECT: Execution of the FDEP Standard Grant Agreement for Generator Replacement

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: Lisa Hawkins

DEPARTMENT: Finance

ITEM: Execution of the FDEP Standard Grant Agreement for Generator Replacement

PURPOSE / JUSTIFICATION: At the June 8, 2023 board meeting, per Board Resolution# 23-06-08 D authorization for the purchase of 7 mobile generators was granted before the official FDEP agreement was received. Funding for this project is provided by Florida State Senate SB 4-A: Disaster Relief. The FDEP Standard Grant Agreement has since been received and a requirement of the agreement is execution by the Chair.

MOTION: To authorize the Chair to execute the FDEP Standard Grant Agreement for Generator Replacement.

Prepared By: Teresa Herzog

Date: June 15, 2023

Approvals:



Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: FDEP Standard Grant Agreement – Generator Replacement

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

1. Project Title (Project): **Generator Replacement** Agreement Number: **HA019**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Englewood Water District** Entity Type: **Local Government**

Grantee Address: **201 Selma Avenue, Englewood, Florida 34223** FEID: **59-0938012** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **September 30, 2025**

4. Project Number: _____ Project Location(s): **Lat/Long: (26.9536, -82.3487)**
(If different from Agreement Number)

Project Description: **The Grantee will replace six 125 kw mobile generators, that will be equipped with 50' of power cables and mating generator plugs to their lift station control panels.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 750,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Hurr SW/WW, Section 12 SB 4A, FY 22-23, GR	\$ 750,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 750,000.00

<p>6. Department's Grant Manager Name: Kyleigh Revis _____ or successor</p> <p>Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 _____</p> <p>Phone: 850-245-2198 _____</p> <p>Email: Kyleigh.Revis@FloridaDEP.gov</p>	<p>Grantee's Grant Manager Name: Raymond Burroughs _____ or successor</p> <p>Address: 201 Selma Ave. Englewood, FL 34223 _____</p> <p>Phone: 941-460-1010 _____</p> <p>Email: rburroughs@englewoodwater.com</p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input checked="" type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a)(1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

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

Englewood Water District

GRANTEE

By _____
(Authorized Signature) Date Signed

Taylor Meals, Englewood Water District Chair

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Adam Blalock, Deputy Secretary

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Kyleigh Revis, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
 - e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
 - f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
 - g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
 - h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
 - i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
 - j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

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

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

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

14. Notice of Default.

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

15. Events of Default.

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

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

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

- b. Pursuant to Sections 287.133, 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 Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. 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. 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.

26. 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.

27. 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/>).

28. 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/vfsaa>.
- 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.

29. 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.

30. Independent Contractor.

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

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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. HA019**

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 Generator Replacement. 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 January 30, 2023 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>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

- a. Recipient agrees the equipment acquired under this assistance agreement will be subject to the use and management and disposition regulations at 2 CFR §200.313.
- b. Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the non-Federal entity for financial statement purposes (see 2 CFR §200.12 Capital assets). Certified or verified technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.
- c. Recipient agrees that at the end of the project period the recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. When acquiring replacement

equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

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. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may 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. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

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 Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. 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 and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the 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. Additional Terms.

None.

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

**ATTACHMENT 3
GRANT WORK PLAN**

PROJECT TITLE: Generator Replacement

PROJECT LOCATION: The Project will be located in the City of Englewood within Sarasota County; Lat/Long (26.9536, -82.3487).

PROJECT BACKGROUND: Due to severe storm surges caused by Hurricane Ian, Englewood Water Districts (Grantee) carports, that provided covered storage for equipment, collapsed. A majority of the Grantee's mobile standby generators were parked beneath the carports, and due to the collapse, many were damaged. While the Grantee was able to remove the debris and mobilize the generators to the collection systems, many required repairs during the restoration efforts to keep them running. This grant will allow the Grantee to purchase six (6) new portable generators in preparation for upcoming hurricane seasons.

PROJECT DESCRIPTION: The Grantee will purchase approximately six (6) new 125 kw mobile generators, that will be equipped with 50' of power cables and mating generator plugs to their lift station control panels. The generators would be capable of powering 120/240 Single Phase, as well as 208, 240, 480 Three Phase. This configuration would allow the Grantee to power any of their 85 lift stations.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Lift Station Generator Replacement

Deliverables: The Grantee will purchase approximately 6 generators to replace the existing generators that were damaged by Hurricane Ian. Installation and start-up by the vendor are included.

Documentation: The Grantee will submit purchase order(s) and/or vendor invoice(s) for delivery, installation and start up (as applicable).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Equipment Purchase	Equipment	\$750,000	01/30/2023	03/31/2025
Total:			\$750,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

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

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

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

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

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

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

PART V: RECORD RETENTION

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

EXHIBIT - 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.114	Hurricane Stormwater and Wastewater Assistance	\$750,000	140123
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
					Total Award	\$750,000

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

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	HA019
Project Title:	Generator Replacement
Grantee Name:	Englewood Water District
Grantee's Grant Manager:	Raymond Burroughs
Reporting Period:	Select Quarter - Select Year

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

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

FOR PROJECTS with Federal ARPA funding, include this paragraph.

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected or Actual

Initiation of operation date (month/year): _____ Projected or Actual

Project Location details:

Overall Project Completion (Estimated): _____ %

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

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date



Exhibit B
Florida Department of Environmental Protection
PROPERTY REPORTING FORM FOR
DEP AGREEMENT NO. HA019

Required Signatures: **Adobe Signature** or **Original Ink**

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

Description	Serial No./ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant Funds	Location/Address	Use and Condition	Disposition (if sold, include sale price)
Ex. Rainfall Gauge	12345	Bid	Grantee	MM/DD/YYYY	\$1,000/unit	100%	Project Site- 123 Main Street, Tallahassee, FL	New- Rainfall Measurements	Permanently installed at project site

CONTRACTOR/GRANTEE: _____ Contract/Project/Grant Manager: _____ Date: _____

BELOW FOR DEP USE ONLY

DEP MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's/Contractor's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your contract file. Refer to DEP Directive 320 for Property Guidelines.

DEP Manager Signature and Date: _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

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

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

BOARD AGENDA ITEM SUMMARY

6d

MEETING DATE: July 13, 2023

SUBJECT: Execution of the FDEP Standard Grant Agreement for South WRF Electrical Upgrade

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEM: **Execution of the FDEP Standard Grant Agreement - South WRF Electrical Upgrade.**

PURPOSE / JUSTIFICATION: **As reported by the Administrator at the May 4, 2023 meeting Englewood Water District was awarded \$7M by FDEP for the South WRF Electrical Upgrade. Funding for this project is provided by Florida State Senate SB 4-A: Disaster Relief. To move forward with this project, the attached Standard Grant Agreement requires execution by the Chair.**

MOTION: **To authorize the Chair to execute the FDEP Standard Grant Agreement for the South WRF Electrical Upgrade.**

Prepared By: **Teresa Herzog**

Date: **June 20, 2023**

Approvals



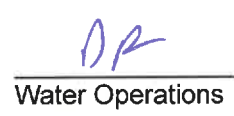
Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **FDEP Standard Grant Agreement – South WRF Electrical Upgrade**

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

1. Project Title (Project): **South Water Reclamation Facility Electrical Upgrade** Agreement Number: **HA025**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Englewood Water District** Entity Type: **Local Government**

Grantee Address: **201 Selma Avenue, Englewood, Florida 34223** FEID: **59-0938012** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2025**

4. Project Number: _____ Project Location(s): **Lat/Long: (26.9041, -82.3065)**
(If different from Agreement Number)

Project Description: **The Grantee will construct approximately two (2) new electrical services and rehabilitate existing electrical equipment that sustained damages during Hurricane Ian.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 7,000,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Hurr SW/WW, Section 12 SB 4A, FY 22-23, GR	\$ 7,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 7,000,000.00

6. Department's Grant Manager Name: Kyleigh Revis _____ or successor	Grantee's Grant Manager Name: Raymond Burroughs _____ or successor
Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 _____ Phone: 850-245-2198 Email: Kyleigh.Revis@FloridaDEP.gov	Address: 201 Selma Ave Englewood, FL 34223 _____ Phone: 941-460-1010 Email: rburroughs@englewoodwater.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

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

Englewood Water District

GRANTEE

By _____
(Authorized Signature) Date Signed

Taylor Meals, Englewood Water District Chair

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Anna DeCerchio, Chief of Staff

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Kyleigh Revis, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>
 - e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
 - f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
 - g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
 - i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
 - j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

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

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

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

14. Notice of Default.

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

15. Events of Default.

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

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

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 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 Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. 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. 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.

26. 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.

27. 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/>).

28. 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/ksaa>.
- 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.

29. 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.

30. Independent Contractor.

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

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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. HA025**

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 South Water Reclamation Facility Electrical Upgrade. 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 January 30, 2023 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>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

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. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may 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. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

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 Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. 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 and Employer’s Liability Coverage.

The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the 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. Additional Terms.

None.

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

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: South Water Reclamation Facility Electrical Upgrade

PROJECT LOCATION: The Project will be located in the City of Englewood within Charlotte County; Lat/Long (26.9041, -82.3065).

PROJECT BACKGROUND: Englewood Water District (Grantee) is hardening the South Water Reclamation Facility electrical feeder and general electrical system, after damages sustained by Hurricane Ian caused system failures and malfunctions. This updated system will allow for complete continued function during severe storm events.

PROJECT DESCRIPTION: The Grantee will construct two new electrical services, each service will consist of a main breaker, automatic transfer switch (ATS) and Motor Control Center. The services will be interconnected to allow complete operations of the water reclamation facility (WRF), in the event a single ATS or primary feeder is out of service. The existing electrical services are installed outside, exposed to the elements. The new electrical services would be installed in an air-conditioned building to further protect them from the harsh environment or future storms. In addition to the upgraded electrical services, other improvements would include: 1) enhanced grounding and surge protection on existing equipment; 2) implementing plant-wide SCADA for remote operating capabilities, and; 3) upgrading telecommunications. Currently, only the minimal essential components can operate on emergency power. With this electrical system upgrade, the systems will be reconfigured to allow all equipment to be run on emergency power.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of approximately two (2) new electrical services and enhancements to existing electrical equipment and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Deliverables: The Grantee will construct approximately two (2) new electrical services and rehabilitate existing electrical equipment that sustained damage during Hurricane Ian in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$370,000	01/30/2023	02/29/2024
2	Project Management	Contractual Services	\$230,000	01/30/2023	04/30/2025
3	Construction	Contractual Services	\$6,400,000	01/30/2023	04/30/2025
Total:			\$7,000,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

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

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

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

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

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

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

Attachment 5

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 the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.114	Hurricane Stormwater and Wastewater Assistance	\$7,000,000 140123
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
				Total Award	\$7,000,000

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

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	HA025
Project Title:	South Water Reclamation Facility Electrical Upgrade
Grantee Name:	Englewood Water District
Grantee's Grant Manager:	Raymond Burroughs
Reporting Period:	Select Quarter - Select Year

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

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

FOR PROJECTS with Federal ARPA funding, include this paragraph.

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected or Actual

Initiation of operation date (month/year): _____ Projected or Actual

Project Location details:

Overall Project Completion (Estimated): _____ %

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

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

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

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

STATUS REPORT
For Board Meeting July 13, 2023

New Task Orders Assigned:

1. None

CIP/In-house Projects:

1. **Hurricane Building Repairs** – All Steel has completed all of the work at the WRF, the RO building and is 90% completed on the warehouse building with only minor gutter work remaining. TREMCO/WTI has begun working on the RO Building but has encountered a few unexpected issues. Additional crews have begun working on the shingle roof replacements at V-2, V-4 and V-6.
2. * **EBCO FM Replacement** – DeJonge Excavating is scheduled to grout the abandoned FM on June 21, 2023. This will complete the EBCO project.
3. * **Elevated Tank Rehab** – Industrial Painting Service has begun replacing the wind rods and will be starting on the riser pipe replacement next. Staff still intends to put out a bid package for the rest of the work that needs to be completed.
4. * **LS #114 Improvements - Brook to Bay** – Xylem/Flygt was on site May 17, 2023, to perform a start-up on the lift station. Staff is working on the FDEP close out project so the lift station can be placed into service. While this will complete this portion of the project, the reinstallation of the RV pads and final restoration cannot be completed until Brook to Bay is able to reconstruct their seawall/retaining wall.
5. * **LS 121 Rehab** – Staff is gathering quotes for the rehab work and will be bringing those to the Board for approval as needed.
6. **Mobile Generators** – A PO has been issued to Mid Florida Diesel on June 15, 2023, for the purchase of 7 new 125kW Trailer Mounted Generators. Staff has reviewed/approved the submittals and the order has been placed. Delivery is anticipated for June 2024.
7. * **North WRF Phase 1** – Staff met with Wellen Park and Kimley Horn on April 27, 2022, to further discuss the site for the North WRF. Wellen Park has agreed to begin drafting the agreement for the purchase of the land required for the new plant.
8. * **South WRF – New Headworks/Drying Bed** – Poole & Kent is continuing with their submittals and some construction but is currently being held up by Charlotte County permitting.
9. * **V-1 Generator Replacement** - A PO has been issued to Mid Florida Diesel on April 14, 2023, for the purchase of a new 200kW Blue Star Generator. Staff has reviewed/approved the submittals and the order has been placed.
10. **V-1 Station Rehab** – The bids for the V-1 Station rehab were due on June 21, 2023, with only 1 bid being received. The bid was more than 3x the Engineer's estimate. Upon reviewing all of our options, staff decided to reject the bid and revise the bid package prior to reposting it in hopes of receiving more favorable bids.
11. * **Vacuum Monitoring System (V-1)** – Legends and Airvac have now teamed up. Airvac has sent us 160 new valves that will be paired with Legends' new style controllers. Once installed, we will continue to monitor how well the system is working.
12. * **Water Masterplan Update** – HDR has submitted drafts for Tech Memo 1 – Data Collection and Summary and Tech Memo 2 – Population and Flow Projections. Staff is reviewing and will be providing comments. Additionally, HDR was on site on March 31, 2023, to perform a condition assessment on both the Lime Plant and RO Plant. Their assessment will be used for making recommendations for future projects required.

STATUS REPORT

13. * **WRF Centrifuge Replacement** - A PO has been issued to Perialisi for the purchase of a new Jumbo 3 HS. The estimated ship date from Italy is July 30, 2023.
14. **WRF Plant 1 & 2 Rehab** - A PO has been issued to Evoqua for the rehab work on Plants 1 & 2. As they were processing the order for execution, they realized they made a gross error on their side in the cost estimate for painting. They have requested compensation for the additional cost but has left the amount of compensation up to us. Currently, we have offered to split the additional costs 50/50. Should they agree, staff will need to bring the amendment to the Board for approval.

Developments/Projects Approved for Construction:

1. * **590 N. Indiana Ave Storage** - TDM Consulting, Inc. submitted final utility plans for a new 136,900 SF 3-story self-storage facility located at 590 N. Indiana Ave. A Developer's Agreement has been executed and plans are approved for construction. No FDEP permits are required for this project.
2. * **Beachwalk by Manasota Key Phase 1** - Phase 1F was approved by FDEP to be placed into service and the final connections have been completed. All utilities in Phase 1 are completed with the exception of the Raw Water. Wells 1 & 3 have successfully passed Bac-T test while Wells 2 & 4 are currently underway. Wells 1 & 2 still do not have permanent power as the FPL services were engineered incorrectly.
3. **Beachwalk by Manasota Key Phase 2** - Kimley Horn has submitted the FDEP certification package for 2A for approval. Construction of the offsite FM has not yet begun. An upsizing agreement will still need to be completed but the developer wants to get started on this work ASAP.
4. * **Boca Royale Unit 18** - The Developer's Agreement has been executed and plans are approved. FDEP permits have been received for both water and sewer.
5. * **Boca Royale Unit 19** - The Developer's Agreement has been executed and plans are approved. FDEP permits have been received for both water. A FDEP sewer permit is not required.
6. **Coco Bay (FKA Island Lake Estates)** - The contractor, C&M Road Builders, has mobilized to the site to begin construction. The final acceptance vacuum test has been completed. The meter boxes have arrived and the contractor is completing the remaining items for water utilities. Once completed, they will proceed with Bac-T testing and look to certify all utilities within Phase 1.
7. * **Gateway Court** - FDEP permits for both water and sewer have now been received.
8. * **Guardian Storage** - EWD has approved the revised plans for the bore beneath SR776. The FDOT and FDEP water permits has been received.
9. * **Lake Emily** -DEME Construction has begun the land clearing and dewatering of the lake in order to perform required changes to the north shore. The installation has been set and the contractor is working on installing the sewer mains.
10. * **Placida Storage** - The bore for the new fire hydrant/fire line was scheduled for June 5, 2023.
11. * **River Road Storage** - The contractor has begun installing the utilities needed for the project.
12. * **Sportport/Sportport 2.0** - The Developer plans to construct warehouses intended for RV storage on two parcels within Morris Industrial Park. Minor utility improvements are needed, including the installation of a fire hydrant and fire lines for both projects. Developer's Agreements have been completed and plans have been approved.

STATUS REPORT

13. * **Storage Depot 775** – TDM Consulting, Inc. submitted final utility plans for a new 80,731 SF 3-story self-storage facility located at 4400 Placida Rd. A Developer's Agreement has been executed and plans are approved for construction. No FDEP permits are required for this project.
14. **Suncoast Humane Society** – The Developer's Agreement has been executed, plans approved, and signed FDEP applications have been returned to KH Engineering, LLC. Tandem Construction has requested a temporary hydrant meter for their construction trailer. They intend to begin clearing the portions of the property for the new Humane Society facility. A utility pre-construction meeting should be scheduled soon.

Developments/Projects in Plan Review:

15. * **200 Artists** – The project consists of 404 multi-family units and an amenity center. Kimley-Horn submitted utility plans for the project. Staff returned comments on April 19, 2023.
16. * **Beachwalk by Manasota Key Phase 3** – Kimley-Horn has resubmitted plans for Phase 3 of the Beachwalk project. Plans are ready to be approved but a Developer's Agreement will need to be completed first.
17. * **Beachwalk by Manasota Key Phase 4** – Kimley-Horn submitted plans for Phase 4 of the Beachwalk project. Staff is reviewing the plans.
18. * **Boca Royale East** – Morris Engineering has submitted Utility plans for Phase 1 of the Boca Royale East project. Staff is reviewing the plans.
19. * **Generation at Englewood** – Kimley-Horn has resubmitted the utility plans. Staff has a few additional comments that still need to be corrected.
20. * **Park Forest Phase 7B** – AM Engineering submitted plans for Phase 7B, Tract A. It will consist of 13 single family homes. Staff has reviewed the plans and has returned comments for requested changes.
21. * **Sandy Lane Townhomes** – DMK has resubmitted plans for the project. A Developer's Agreement has been completed and is awaiting execution prior to approving the plans and signing the FDEP applications.

Upcoming Developments/Projects:

22. * **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County is starting the process of hiring a consultant to begin the design of the sidewalk & lighting on N. Beach Rd starting at the north end of the beach parking lot to the Sarasota County Line. Construction is not anticipated until FY23.
23. * **Englewood Gardens** – Sarasota County has approved the rezone petition allowing the developer to construct 252 apartments. Kimley-Horn will be designing the utility improvements for this project.
24. * **Fairway Vistas at Myakka Pines** – Staff met with the developers of the property that surrounds the Myakka Pine Golf Course on Friday, October 21, 2022, to discuss future development plans. Current plans include 877 single/multi-family units, and three neighborhood amenity centers. The developers intend to begin submitting for FDEP approval for utilities in October of 2023.
25. * **FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group. The proposed project would convert the center turn lane into a divided raised median with direction median openings. Construction is expected to begin in 2025.
26. * **FPL Partridge Substation** – Dewberry has submitted a concept plan for an FPL substation that would be located west of Winchester Blvd. just south of the Sarasota/Charlotte County line.

STATUS REPORT

27. * **Manatee Cay** – AM Engineering is working on a subdivision design for 85 SF homes and an amenity center. The parcel is located on the West side of Pine St, just North of Medical Blvd.
28. * **Medical Twins** – Heidt Design is working on plans for two parcels located on Medical Blvd. Preliminary plans indicate there will be 148 single family dwellings, 150 paired villas, and an amenity center. Staff and legal reviewed the easement submitted by Pulte for access by Sarasota County through EWD property. The easement was acceptable and has been sent to Sarasota County for review.
29. * **Safe & Secure Storage at Englewood** – Creech Consulting, Inc. has submitted a preliminary site plan for a proposed 120,975 SF 3-story self-storage facility located at 1797 Englewood Rd. and has requested a letter of availability for water and sewer services.
30. * **Sarasota County Manasota Beach Rd Intersection Improvements** – Kimley-Horn has been selected to design the Manasota Beach Rd. improvements which includes milling and resurfacing of the intersection of Manasota Beach Rd. and Englewood Rd. as well as the addition of a right turn lane for westbound traffic. Kimley-Horn has requested marked up plans showing the utilities in the area by March 18, 2022.
31. * **Sarasota County S. McCall Road Improvements** – EWD's draft Utility Work Schedule (UWS) was submitted to Kimley-Horn on April 20, 2022, for review. While there are quite a few items on the list, most of them will only require EWD to observe and protect our assets during the storm construction and boring of the lighting conduit. There will be a few pits and water services that may need to be replaced depending on the conflicts and final grade elevations.
32. * **Waterside Drive Multi-Family** – Staff met with engineers from DMK to discuss a new development on Waterside Dr., south of Massachusetts Ave. The Developer plans to construct 35 – 800 SF elevated houses that would be rental properties. In order to serve the project, the water main would have to be extended and would more than likely require a private lift station.



Sanitary Sewer Utility Capacity Report

Please complete and return this form by the 5th of each month to:
Folakemi Gangbo, Planner, 18400 Murdock Circle, Port Charlotte, FL 33948
Phone: 941.764.4934 Email: Folakemi.Gangbo@charlottecountyfl.gov

Utility Information	
Utility Name: Englewood Water District	Month/Year Reporting: June 2023
Preparer's Name: Keith R. Ledford Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Avenue	Email: kledford@ewdfi.com
City: Englewood, FL	Zip code: 34223

Permit and Treatment Plant Information	
DEP Permit Number: FLA014126	
Permitted Disposal Capacity (AADF): 3.0 MGD	
Plant Peak Design Capacity: 4.2 MGD	

Monthly Flow Data (For Reported Month Only)	
Month's Average Daily Flow: 1.45 MGD	
Month's Peak Daily Flow: 2.02 MG	

Sanitary Sewer Connection Information (In ERCs)		
	ERCs (MGD)	Connections
Total ERCs Permitted:	3.0 MGD	
Total ERCs Served:	20,238	16,672
Single Family:	15,546	15,536
Multi-Family:	2,925	372
Commercial:	1,767	764
Industrial:		
Other:		
Calculated Total Flows:	1.5	
Remaining ERCs Available:	1.5	

Bulk Sewer Purchase Agreement Information	
Utility Purchased From: Englewood Water District	
Utility Sold To: Sandalhaven Utilities	
Maximum Purchase Amount: 300,000 GPD	
Actual Purchased Amount: 1,239,651 Gallons	

Bulk Sewer Purchase Agreement Information	
Utility Purchased From: Englewood Water District	
Utility Sold To: Charlotte County Utilities	
Maximum Purchase Amount: 100,000 GPD	
Actual Purchased Amount: 424,743 Gallons 12 Month Estimated Amount	

Emergency Interconnect Information	
Interconnected Utility: N/A	
Amount Transferred:	
Reason for Emergency Transfer:	

Potable and Recycled Water Utility Capacity Report

Please complete and return this form by the 5th of each month to:
Folakemi Gangbo, Planner, 18400 Murdock Circle, Port Charlotte, FL 33948
Phone: 941.764.4934 Email: Folakemi.Gangbo@charlottecountyfl.gov

Utility Information	
Utility Name: Englewood Water District	Month/Year Reporting: June 2023
Preparer's Name: Keith R. Ledford, Jr., P.E.	Phone: 941-460-1020
Utility Address: 201 Selma Ave	Email: kledford@ewdf.com
City: Englewood	Zip code: 34223
Permit and Treatment Plant Information	
DEP Permit Number: 6580531	
Permitted Treatment Capacity (AADF): 5.36 MGD	
Plant Peak Design Capacity: 6.86 MGD	
Monthly Flow Data (For Reported Month Only)	
Month's Average Daily Flow: 3.0 MGD	
Month's Peak Daily Flow: 3.4 MG	
Potable Water Connection Information (In ERCs)	
ERCs (MGD)	Connections
Total ERCs Permitted: 5.36 MGD	
Total ERCs Served: 23,147	18,882
Single Family: 17,248	17,233
Multi-Family: 3,008	411
Commercial: 2,891	1,238
Industrial:	
Irrigation:	
Other:	
Bulk Customer (Committed): 1	1
Calculated Total Flows: 2.96	
Remaining ERCs Available: 2.40	
Recycled Water Connection Information (In ERCs)	
Total ERC Capacity 1.5 MGD	
Total ERCs Served: 1.5 MGD	
Industrial:	
Irrigation: 1.5 MGD	
Other:	
Remaining ERCs Available:	
Bulk Water Purchase Agreement Information	
Utility Purchased From: Englewood Water District	
Utility Sold To: Bocilla Utilities Inc.	
Maximum Purchase Amount:	
Actual Purchased Amount: 3,941,000 Gallons	
Emergency Interconnect Information	
Interconnected Utility: Charlotte County & Sarasota County	
Amount Transferred(Received): 0	
Reason for Emergency Transfer:	

**ENGLEWOOD WATER DISTRICT
INCOME STATEMENT**

YE FY22, JUNE 2022, FY23 BUDGET, YTD FY23 JUNE 2023

	YEAR END FY22	YTD FY22 JUNE 2022	FY23 APPROVED BUDGET	YTD FY23 JUNE 2023	Over (Under) Budget
Operating Revenues					
Water Services	\$ 8,567,689	\$ 6,478,137	\$ 9,080,022	\$ 6,950,193	\$ (2,129,829)
Waste Treatment	9,605,805	7,372,298	10,149,164	7,719,392	(2,429,772)
Accrued Guaranteed Revenue Fees	254,391	218,879	1,018,470	457,536	(560,934)
Other	329,765	253,703	330,716	205,119	(125,597)
Total Operating Revenues	18,757,650	14,323,016	20,578,372	15,332,240	(5,246,132)
Operating Expenses					
Water Production	3,590,914	2,044,801	3,872,928	2,431,856	(1,441,073)
Water Distribution	2,263,204	1,389,619	2,131,239	1,375,206	(756,033)
Waste Treatment	3,515,092	1,791,446	3,550,349	2,343,218	(1,207,131)
Waste Collection	4,841,302	2,322,979	5,137,718	3,584,165	(1,553,553)
Laboratory	260,857	184,257	327,376	210,413	(116,963)
General & Administrative	4,055,733	2,633,458	5,879,614	2,980,424	(2,899,190)
Total Operating Expenses	18,527,101	10,366,560	20,899,224	12,925,281	(7,973,943)
Operating Surplus (Deficit)	230,549	3,956,457	(320,852)	2,406,958	2,727,811
Non-Operating Revenues (Expenses)					
Interest Income	313,931	219,701	-	344,091	344,091
Net Increase (Decrease) in Fair Value of Investment	(1,007,081)	(740,911)	-	136,212	136,212
Assessment Revenue	75,150	2,703	-	60,154	60,154
Interest Expense	(213,973)	(202,327)	(122,015)	(121,347)	(668)
Other Revenues	-	-	-	696,913	696,913
Gain (loss) on Disposal of Capital Assets	34,440	34,440	-	29,806	29,806
Total Non-Operating Expenses	(797,533)	(686,395)	(122,015)	1,145,830	1,266,508
Surplus (Deficit) Before Contributions	(566,984)	3,270,062	(442,867)	3,552,788	3,994,318
Capital Contributions					
Cash	1,642,581	1,381,934	5,593,675	2,609,679	(2,983,996)
Non Cash	2,861,520	2,305,759	-	1,029,453	1,029,453
Total Capital Contributions	4,504,101	3,687,693	5,593,675	3,639,131	(1,954,544)
Change in Net Position	3,937,117	6,957,754	5,150,808	7,191,919	874,110
Total Net Position - beginning of year, as restated	103,078,314	103,078,314	107,015,431	107,015,431	
Total Net Position - end of year	\$ 107,015,431	\$ 110,036,068	\$ 112,166,239	\$ 114,207,351	

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2022, YTD FY23 JUNE 2023
BALANCE SHEET

	<u>FY2022</u>	<u>YTD FY 2023</u>
ASSETS		
Current Assets		
Cash & Equivalents	\$ 3,316,997	\$ 4,228,396
Accounts Receivable	2,150,956	2,342,544
Accrued Interest Receivable	-	-
Inventory	1,559,955	2,122,571
Prepays	14,431	97,806
Total Current Assets	<u>7,042,338</u>	<u>8,791,317</u>
Noncurrent Assets		
Restricted Cash and Cash Equivalents	-	-
Restricted Assets: Investments	7,921,316	6,168,289
Investments	12,045,844	13,891,893
Connection Fees - Assessment Rec	1,434,533	1,251,458
Capital Assets (net)	<u>90,237,022</u>	<u>92,843,677</u>
Total Noncurrent Assets	<u>111,638,715</u>	<u>114,155,317</u>
Total Assets	<u>118,681,053</u>	<u>122,946,634</u>
Deferred Outflow of Resources		
Accumulated Decreases in Fair Value of Hedging Derivatives	41,898	41,898
Accumulated Costs Associated with Refunding of Debt	82,107	82,107
Deferred Amounts on Pensions	<u>3,657,329</u>	<u>3,657,329</u>
Total Deferred Outflow of Resources	<u>3,781,334</u>	<u>3,781,334</u>
LIABILITIES AND NET POSITION		
Current Liabilities		
Accounts Payable	550,647	114,781
Accrued Liabilities	<u>724,914</u>	<u>295,816</u>
Total Current Liabilities	<u>1,275,562</u>	<u>410,597</u>
Current Liabilities Payable from Restricted Assets		
Contracts Payable	-	-
Retainage Payable	(0)	32,227
Accrued Interest	57,203	57,203
Current Portion of Bonds and Notes Payable	<u>2,423,597</u>	<u>254,630</u>
Total Current Liabilities Payable from Restricted Assets	<u>2,480,800</u>	<u>344,061</u>
Noncurrent Liabilities		
Compensated Absences	644,293	719,658
Net OPEB Obligation	1,497,934	1,497,934
Derivative Instruments - Rate Swap	41,898	41,898
Bonds and Notes Payable, Net	1,801,325	1,801,325
Net Pension Liability	<u>5,310,920</u>	<u>5,310,920</u>
Total Noncurrent Liabilities	<u>9,296,370</u>	<u>9,371,735</u>
Total Liabilities	<u>13,052,731</u>	<u>10,126,392</u>
Deferred Inflow of Resources		
Deferred Amount on Pensions	<u>2,394,225</u>	<u>2,394,225</u>
	<u>2,394,225</u>	<u>2,394,225</u>
Net Position		
Net Investment in Capital Assets	86,012,101	90,755,495
Unrestricted	<u>21,003,331</u>	<u>23,451,856</u>
Total Net Position	<u>\$ 107,015,431</u>	<u>\$ 114,207,351</u>

Englewood Water District
Investment Report
as of June 30, 2023

RBC	Market Value	Percent of Total
Certificate of Deposit	9,007,542	44.85%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	11,052,640	55.03%
Money Markets/Cash	24,666	<u>0.12%</u>
	<u>\$ 20,084,848</u>	<u>100.00%</u>
Centennial Bank		
Cash Centennial- operating acct	1,962,599	
Cash Centennial- money market	2,351,822	
Total Cash	<u>\$ 4,314,421</u>	
Total Cash and Investments	\$ 24,399,269	
Prev Month Investments	\$ 20,036,419	
Prev Month - Cash - RBC	14,817	
Prev Month - Cash - Centennial	4,101,402	
Prev Month - Investments and Cash	<u><u>\$ 24,152,638</u></u>	

Englewood Water District
RBC Investment Report
06/30/2023

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
ISRAEL STATE	US GOVT GTD NOTE	465139PR8	252,052.25	floating	12/3/2019	1/21/1997	11/15/2024	273,000.00	253,032.78		4.96
MERRICK BANK SOUTH JOURDAN UT CD	CD	59013KBQ8	177,666.00	2.150%	8/29/2019	7/23/2019	7/24/2023	175,000.00	174,644.75	2.050%	3.90
BMW BANK NORTH AMERICA	CD	05580AWV2	50,000.00	0.300%	8/18/2020	8/21/2020	8/21/2023	50,000.00	49,644.50	0.290%	3.00
DISCOVER BANK GREENWOOD DE	CD	254673TE6	62,162.70	3.250%	6/13/2019	8/22/2018	8/22/2023	60,000.00	59,818.80	3.010%	4.19
WCF FINANCIAL BANK	CD	92941EAF5	100,000.00	0.200%	8/18/2020	8/26/2020	8/25/2023	100,000.00	99,218.00	0.200%	3.00
BANK OF BARODA	CD	06062R4E9	260,650.52	3.300%	8/1/2019	9/28/2018	9/28/2023	248,000.00	246,747.60	3.050%	4.16
FIRST TECHNOLOGY FCU	CD	33715LCM0	259,657.22	3.400%	7/23/2019	10/17/2018	10/17/2023	249,000.00	247,608.09	3.130%	4.24
BANK OF BARODA	CD	06063HBA0	62,253.50	3.500%	3/3/2020	12/28/2018	12/28/2023	58,000.00	57,488.44	3.200%	3.82
MEDALLION BANK	CD	58404DDB4	54,592.91	3.300%	6/9/2020	1/3/2019	1/3/2024	50,000.00	49,498.50	3.030%	3.57
SYNCHRONY BANK	CD	87164YTC8	89,961.75	2.600%	6/13/2019	1/12/2018	1/12/2024	89,000.00	87,747.77	2.430%	4.59
BANK HAPOALIM BM N NY US	CD	06251AV80	37,097.10	3.200%	4/1/2020	1/23/2019	1/23/2024	35,000.00	34,593.30	2.940%	3.81
BANK OF THE WEST	CD	06426XZP8	200,000.00	floating	7/10/2019	7/30/2019	1/30/2024	200,000.00	199,860.00		4.51
GOLDMAN SACHS BANK USA	CD	38148P4W4	106,237.00	3.150%	3/3/2020	2/6/2019	2/6/2024	100,000.00	98,724.00	2.890%	3.93
EAST BOSTON SVGS BANK	CD	27113PDL2	250,000.00	0.300%	8/5/2020	8/12/2020	2/12/2024	250,000.00	242,442.50	0.290%	3.50
CIT BANK SALT LAKE CITY	CD	17284CXH2	64,197.72	3.300%	4/8/2020	2/20/2014	2/20/2024	60,000.00	59,238.60	3.020%	3.87
MORGAN STANLEY PVT BANK	CD	61760AWH8	62,222.00	3.000%	7/2/2019	2/22/2019	2/21/2024	60,000.00	59,122.80	2.760%	4.64
BANK HAPOALIM BM N NY US	CD	06251AW30	150,442.33	3.050%	3/16/2021	3/18/2021	3/6/2024	150,297.00	137,853.80	2.820%	2.98
GE CAP BK INC RETAIL	CD	36163CLZ1	81,271.13	3.300%	6/9/2020	3/14/2014	3/14/2024	74,000.00	72,853.74	3.030%	3.76
BANK HAPOALIM BM N NY US	CD	06251AW48	79,269.46	2.900%	4/8/2020	3/25/2019	3/25/2024	75,000.00	73,677.75	2.670%	3.96
UBS BANK USA	CD	90348JJQ4	271,267.50	2.900%	11/18/2020	4/3/2019	4/3/2024	250,000.00	245,440.00	2.670%	3.38
GOLDMAN SACHS BANK USA	CD	36163CMZ0	68,201.27	3.300%	3/16/2021	3/18/2021	4/4/2024	67,271.42	60,957.78	3.040%	3.05
SYNCHRONY BANK	CD	36160KG82	56,153.19	3.300%	3/16/2021	3/18/2021	4/17/2024	55,447.37	50,116.17	3.040%	3.09
ENERBANK USA	CD	29278TNY2	253,062.50	1.150%	5/5/2020	4/29/2020	4/29/2024	250,000.00	241,397.50	1.110%	3.99
CIT BANK SALT LAKE CITY	CD	17284CA61	81,113.06	3.350%	7/2/2019	4/30/2014	4/30/2024	77,000.00	75,719.49	3.040%	4.83
COMENITY CAPITAL BANK	CD	20033AW85	30,738.70	2.700%	7/2/2019	5/15/2019	5/15/2024	30,000.00	29,304.60	2.500%	4.87
SYNCHRONY BANK	CD	36157QZE0	147,205.87	3.300%	7/2/2019	5/16/2014	5/16/2024	140,000.00	137,235.00	3.020%	4.88
BANK OF NEW ENGLAND	CD	06426KBD9	115,339.50	2.600%	6/13/2019	5/23/2019	5/23/2024	114,000.00	111,180.78	2.410%	4.95
SYNCHRONY BANK	CD	36160NT90	55,017.09	3.300%	3/16/2021	3/18/2021	5/30/2024	54,523.92	48,958.00	3.030%	3.21
DISCOVER BANK CD	CD	254671V31	77,829.25	3.250%	3/16/2021	3/18/2021	6/11/2024	77,211.07	69,462.14	2.990%	3.24
DISCOVER BANK CD	CD	254671Y20	54,846.62	3.250%	3/16/2021	3/18/2021	6/25/2024	54,472.15	48,866.00	2.980%	3.28
LIVE OAK BKG CO	CD	538036HN7	252,687.50	1.850%	1/29/2020	1/24/2020	7/24/2024	250,000.00	240,622.50	1.750%	4.49
INDUSTRIAL & COML BK CHINA	CD	45581EAJ0	53,227.23	2.500%	4/29/2020	7/28/2017	7/26/2024	50,000.00	48,452.50	2.320%	4.24
RAYMOND JAMES BANK NA	CD	75472RAE1	110,516.45	2.000%	5/14/2020	8/23/2019	8/23/2024	105,000.00	100,984.80	1.880%	4.28
CAPITAL ONE BANK USA NA	CD	14042TCD7	89,963.90	1.900%	10/13/2020	8/28/2019	8/28/2024	85,000.00	81,617.85	1.790%	3.88
STATE BANK OF INDIA	CD	8562842T0	101,577.10	3.250%	4/1/2020	10/17/2014	10/17/2024	95,000.00	91,991.35	2.970%	4.55
RAYMOND JAMES BANK NA	CD	75472RAK7	248,801.54	1.800%	1/7/2020	11/8/2019	11/8/2024	248,000.00	236,215.04	1.700%	4.84
STATE BANK OF INDIA	CD	8562843C6	89,573.36	3.200%	4/1/2020	12/5/2014	12/5/2024	84,000.00	81,353.16	2.890%	4.68
MERRICK BANK SOUTH JOURDAN UT CD	CD	59013KEY8	77,873.75	1.750%	4/29/2020	1/17/2020	1/17/2025	75,000.00	70,893.00	1.650%	4.72
STATE BANK OF INDIA	CD	856285SM4	73,461.70	1.950%	6/9/2020	1/22/2020	1/22/2025	70,000.00	66,381.70	1.830%	4.62
INDUSTRIAL & COML BK CHINA	CD	45581ECD1	200,000.00	0.350%	2/3/2021	2/11/2021	2/11/2025	200,000.00	184,434.00	0.350%	4.00
BELL STATE B&T	CD	07815AAZ0	257,151.12	1.600%	7/1/2020	2/27/2020	2/27/2025	245,000.00	230,108.90	1.520%	4.66
AMERICAN EXPRESS NATL BANK	CD	02589AB68	245,401.17	1.550%	6/9/2020	3/31/2020	3/31/2025	237,000.00	221,770.38	1.470%	4.81
INSTITUTION FOR SVGS	CD	45780PBL8	250,000.00	3.100%	5/10/2022	5/20/2022	5/20/2025	250,000.00	239,590.00	3.100%	3.00
HADDON SVGS BANK	CD	404730CR2	164,589.25	0.750%	6/24/2020	5/26/2020	5/27/2025	163,000.00	149,299.85	0.740%	4.93
TEXAS BANK FINL	CD	882213AF8	108,999.00	0.700%	6/24/2020	5/28/2020	5/28/2025	108,000.00	98,813.52	0.690%	4.93
STATE BANK OF INDIA	CD	856283N77	253,187.50	0.900%	7/14/2020	6/26/2020	6/26/2025	250,000.00	227,945.00	0.890%	4.95
FIRST CAROLINA BANK	CD	31944MBO0	250,000.00	0.450%	8/5/2020	8/20/2020	8/20/2025	250,000.00	224,972.50	0.450%	5.00
TEXAS EXCHANGE BANK	CD	88241TJJ0	250,000.00	0.600%	10/13/2020	10/23/2020	10/23/2025	250,000.00	222,962.50	0.600%	5.00
JP MORGAN CHASE BK	CD	48128UQP7	246,379.95	0.550%	4/8/2021	10/30/2020	1/30/2026	250,000.00	220,897.50	0.550%	4.82
BMO HARRIS BK NATL ASSN	CD	05600XBY5	250,000.00	0.550%	2/11/2021	2/18/2021	2/18/2026	250,000.00	220,355.00	0.200%	5.00
SUNWEST BK IRVINE CALIF	CD	86804DCR7	250,000.00	0.450%	2/11/2021	2/26/2021	2/26/2026	250,000.00	219,412.50	0.450%	5.00

Englewood Water District
RBC Investment Report
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Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
PACIFIC WESTERN BANK CA	CD	69506YYE3	240,000.00	5.250%	3/31/2023	4/5/2023	4/6/2026	240,000.00	239,066.40	5.250%	3.01
DAKOTA WESTN BK BOWMAN	CD	23427AAH7	245,000.00	5.000%	5/17/2023	5/19/2023	5/19/2026	245,000.00	242,410.35	5.000%	3.00
TOYOTA FINL SVGS BK	CD	89235MLC3	252,795.19	0.950%	8/17/2021	7/15/2021	7/15/2026	250,000.00	219,195.00	0.950%	5.00
FIRST SOURCE BK SOUTH BEND	CD	33646CPY4	215,000.00	5.350%	6/29/2023	7/6/2023	11/6/2026	215,000.00	214,656.00	5.350%	3.34
CELTIC BK SALT LAKE CITY	CD	15118RG35	250,000.00	4.900%	4/18/2023	4/19/2023	4/19/2027	250,000.00	246,317.50	4.900%	4.00
FARMERS & MERCHANTS BK	CD	307811GR4	245,000.00	5.000%	5/17/2023	5/25/2023	5/25/2027	245,000.00	242,236.40	5.000%	4.00
FIRST CNTY BNK STAMFORD CONN	CD	32002KAN6	245,000.00	5.000%	5/17/2023	5/26/2023	5/26/2027	245,000.00	242,175.15	5.000%	4.00
SOUTHERN STS BK ANNISTON AL	CD	843879EJ2	230,000.00	5.300%	6/1/2023	6/20/2023	6/17/2027	230,000.00	229,958.60	5.300%	3.99
PREMIER CMNTY NK MARION WIS	CD	74048CAV4	230,000.00	5.200%	6/1/2023	6/12/2023	12/13/2027	230,000.00	230,000.00	5.200%	4.51
Subtotal			7,181,846.41	66.800%		2,180,137.00	2,275,308.00	7,018,222.93	9,007,542.13		
UNITED STATES TREASURY NOTE	Bonds	912828ZY9	21,453.07	0.125%	7/15/2020	7/15/2020	7/15/2023	22,000.00	21,963.48	0.190%	3.00
US TREASURY SECURITIES	Bonds	912828Y79	274,526.43	2.875%	8/24/2021	8/25/2021	7/31/2025	250,000.00	240,292.50	0.408%	3.93
TENNESSEE VALLEY AUTH STRIP GENERIC INT PMT	zero coupon bond	88059EHQ0	174,293.70	0.000%	11/18/2020	11/3/1995	11/1/2025	178,000.00	159,119.54		4.96
TENNESSEE VALLEY AUTH	Bonds	880591CJ9	68,156.95	6.750%	11/18/2020	11/1/1995	11/1/2025	52,000.00	54,618.20	6.750%	4.96
US TREASURY SECURITIES	zero coupon bond	912833LX6	419,934.35	0.000%	6/1/2021	6/2/2021	11/15/2025	430,000.00	385,559.50		4.46
FEDERAL HOME LOAN BANK	Bonds	3130ARLC3	400,000.00	2.625%	3/30/2022	4/25/2022	4/25/2024	400,000.00	390,528.00	2.625%	2.00
UNITED STATES TREASURY NOTE	Treasury note	912828S92	826,272.94	1.250%	4/6/2022	8/1/2016	7/31/2023	837,000.00	834,455.52	5.190%	1.32
UNITED STATES TREASURY NOTE	Treasury note	912828WE6	1,008,182.65	2.750%	4/6/2022	11/15/2013	11/15/2023	1,000,000.00	1,362,322.50	2.200%	1.61
UNITED STATES TREASURY NOTE	Treasury note	91282CAT8	459,625.75	0.250%	5/10/2022	11/2/2020	10/31/2025	500,000.00	451,210.00	2.704%	3.48
FEDERAL FARM CREDIT BANK	Bonds	3133ENUZ1	249,756.00	3.090%	5/10/2022	4/20/2022	10/20/2025	250,000.00	239,812.50	3.120%	3.45
UNITED STATES TREASURY NOTE	Treasury note	912828T91	491,709.63	1.625%	6/10/2022	10/31/2016	10/31/2023	500,000.00	494,065.00	2.867%	1.39
UNITED STATES TREASURY NOTE	Treasury note	9128285K2	500,064.71	2.875%	6/16/2022	10/31/2018	10/31/2023	500,000.00	495,955.00	2.864%	1.38
UNITED STATES TREASURY NOTE	Treasury note	91282CDM0	483,011.03	0.500%	6/16/2022	11/30/2021	11/30/2023	500,000.00	490,155.00	2.904%	1.46
FEDERAL FARM CREDIT BANK	Bonds	3133ENZE3	500,000.00	3.490%	6/16/2022	6/22/2022	12/22/2023	500,000.00	495,070.00	3.490%	1.52
UNITED STATES TREASURY NOTE	Treasury note	9128285U0	552,358.97	2.625%	9/29/2022	12/31/2018	12/31/2023	560,000.00	552,714.40	4.042%	1.25
UNITED STATES TREASURY NOTE	Treasury note	91282CAP6	662,230.37	0.125%	8/17/2022	10/15/2020	10/15/2023	685,000.00	675,101.75	3.073%	1.16
UNITED STATES TREASURY NOTE	Treasury note	912828B66	981,807.48	2.750%	9/29/2022	2/15/2014	2/15/2024	1,000,000.00	983,670.00	4.122%	1.38
UNITED STATES TREASURY NOTE	Treasury note	9128283D0	485,345.89	2.250%	12/15/2022	10/31/2017	10/31/2024	500,000.00	480,450.00	4.044%	1.88
UNITED STATES TREASURY NOTE	Treasury note	91282CDH1	470,383.02	0.750%	12/15/2022	11/15/2021	11/15/2024	500,000.00	470,175.00	4.026%	1.92
UNITED STATES TREASURY NOTE	Treasury note	91282CFX4	232,551.03	4.500%	12/15/2022	11/30/2022	11/30/2024	230,000.00	227,529.80	4.005%	1.96
FEDERAL HOME LOAN BANK	Bonds	3130AUNT7	785,730.05	4.850%	1/24/2023	1/30/2023	10/30/2023	785,000.00	533,940.70	4.732%	0.75
FREDDIE MAC	Bonds	3134GYDP4	501,393.67	5.125%	1/10/2023	1/26/2023	7/26/2024	500,000.00	496,750.00	4.552%	1.50
FEDERAL HOME LOAN MTG CORP	Bonds	3134GYK92	521,046.00	5.375%	2/16/2023	2/28/2023	8/28/2024	520,000.00	517,181.60	5.190%	1.50
Subtotal			7,070,123.48					7,142,000.00	11,052,639.99		
Cash Balance									24,665.68		
Subtotal Cash									24,665.68		300.67
Average % and Duration in Years										2.513%	3.71

