



Policy Board Meeting

October 26, 2022, at 1:30 p.m. CT
Pensacola City Council Chambers
222 W Main St, Pensacola, FL 32502
Meeting ID: 811 8952 5896 | Password: 056059
Call In: 16469313860
[Zoom Link](#)

1. Call to Order

2. Roll Call

3. Approval of Board Agenda

Recommend the Board approve the October 26, 2022, meeting agenda.

4. Approval of August 31, 2022, Policy Board Minutes

Recommend the Board approve the August 31, 2022, meeting minutes.

5. Staff Updates

- a. Director's Update
 - i. FY22-23 Operating Budget
 - ii. Local Government Contributions
 - iii. Organizational Structure Transition Update
 - iv. NEP Designation Update
 - v. November Board Meeting
- b. Technical Update
 - i. Project updates
 - 1. Seagrass mapping and trawling survey
 - 2. Seagrass monitoring
 - 3. Upper watersheds assessment
 - 4. Economic impact and valuation
 - ii. State of the Bays
 - iii. PPBEP Annual Work Plan
- c. Outreach Update
 - i. National Estuaries Week
 - ii. Estuary 101 Campaign

6. Action Items

- a. **Approval of the PPBEP Comprehensive Conservation & Management Plan**
Recommend the Board approve the PPBEP Comprehensive Conservation & Management Plan; authorize staff to submit the final CCMP to EPA; and request each governing party to adopt a resolution of support to implement the CCMP.



- b. **Approval of Establishing an Environmental Justice Committee**
Recommend the Board establish an Environmental Justice Committee of the PPBEP Management Conference.
- c. **Approval of DEP Agreement No. OWP02 Amendment 4**
Recommend the Board approve Amendment 4 to DEP Agreement No. OWP02, in the amount of \$495,000, and request the Escambia County Board of County Commissioners, as host agency of PPBEP, approve the amendment.
- d. **Approval of DEP Agreement No. 22PLN35**
Recommend the Board approve DEP Agreement No. 22PLN35, in the amount of \$687,500, and request the Escambia County Board of County Commissioners, as host agency of PPBEP, approve the agreement.
- e. **Approval of Subaward Agreement with FSU**
Recommend the Board approve the subaward agreement with the Florida State University RIDER Center, in the amount of \$475,000, in support of the Compound Flood Model Project.
- f. **Approval of Issuing a Purchase Order to Background Stories, in the amount of \$23,000, to complete the State of the Bays Report Card**
Recommend the Board approve issuing a Purchase Order to Background Stories, in the amount of \$23,000, to complete the State of the Bays Report Card.
- g. **Approval of a Minor Budget Modification to USEPA Grant Agreement No. 00D81118**
Recommend the Board approve submitting a minor budget modification to USEPA Grant Agreement No. 00D81118 to the USEPA for approval.

7. Committee Updates

- a. Technical Committee
 - i. Oyster Sub-Committee
- b. Education and Outreach Committee
- c. Business Partnership Program
- d. Environmental Justice Work Group

8. Policy Board/Agency Updates

9. Public Comment

10. Adjourn



Policy Board Meeting

August 31, 2022, at 1:30 p.m. CT
Escambia County Board Chambers
221 Palafox Place, Pensacola, FL 32502
[Meeting Recording](#)

Members Present

Robert Bender, Chair	Escambia County
Woody Speed, Vice Chair	City of Orange Beach
Mike Norberg	Okaloosa County
David Piech	Santa Rosa County
Bob Cole, ph	Santa Rosa County
Benjamin Boutwell, ph	Town of Century
Ashley Campbell	Baldwin County
Ann Hill	City of Pensacola
Jeff Bergosh	Escambia County

Members Absent

Shannon Rice	City of Milton
Cherry Fitch	City of Gulf Breeze

Interested Parties Present

Matt Posner	PPBEP
Whitney Scheffel	PPBEP
Logan McDonald	PPBEP
Haley Gancel	PPBEP
Madi Ross	PPBEP
Emerson Cheney	PPBEP
Molly McDaniel	PPBEP
Tucker Reynolds	PPBEP
Amanda Croteau	UWF
Amy Newbold	EPA
Barbara Albrecht	BFA/PWA
Bethanne Edwards	Innisfree Hotels
Beth Fugate	DEP
Brian Underwood	CBEP
Carrie Stevenson	UF IFAS Escambia County
Charlene Mauro	NBMSS
Chassidy Hobbs	UWF
Chris Verlinde	UF IFAS Santa Rosa County
Darryl Boudreau	NWFWMD
Elizabeth Major	LWV
Eric Schneider	ESA
Geoff Smith	NWFSC



Jane Caffrey	UWF
Jason Tritt	NAC
Jeanette Kelson	Wood
Jessica Bibza	NWF
Johan Liebens	UWF
John Link	UWF
Joshua Smith	City of Gulf Breeze
Kate Dawson	Moffatt & Nichol
Kristin Bennett	TetraTech
Marcy Frick	TetraTech
Naisy Dolar	Santa Rosa County
Paul Looney	WRA
Samantha Bolduc	Escambia County
Trent Matthews	USDA

1. Call to Order

2. Roll Call

M. Posner called the roll. A quorum was present.

3. Approval of Board Agenda

Commissioner Cole (Santa Rosa County) made a motion to approve the agenda. Commissioner Piech (Santa Rosa County) seconded the motion. The motion passed unanimously.

4. Approval of July 27, 2022, Policy Board Minutes

Commissioner Cole (Santa Rosa County) made a motion to approve the July 27, 2022, meeting minutes. Commissioner Bergosh (Escambia County) seconded the motion. The motion passed unanimously.

5. Staff Updates

M. Posner informed the board that the CCMP public comment period was closed. Fifteen responses from stakeholders and partners were received. The final adoption of the CCMP by the Board will occur at the October Policy Board Meeting.

The Board was introduced to the continuing interns for the Education and Outreach Internship, Tucker Reynolds, the Development Internship, Sarah Jacobs, and the Community Resilience Internship, Molly McDaniels.

6. Action Items

a. Approval of 2022-2023 PPBEP Community Grant Program Applications

Discussion was held on the proposed slate for the 2022-2023 Community Grant recipients. A total of 15 total applications were submitted. The selection committee, comprised of representatives of the Technical, Education and Outreach, and Business Partnership Committees, reviewed



proposals and recommended a slate of proposals that included six fully funded proposals and two partially funded proposals. Discussion was held on the No-Till Seed Drill Rental Program and the Manatees and Meadows Outreach Program.

Commissioner Cole (Santa Rosa County) made a motion to approve the 2022-2023 PPBEP Community Grant Program Application slate. Ann Hill (City of Pensacola) seconded the motion. The motion passed unanimously.

b. Approval of Amendment 3 to FDEP Grant Agreement No. OWP02

Discussion was held regarding the DEP clarification on the language of the Agreement.

Commissioner Cole (Santa Rosa County) made a motion to approve Amendment 3 to FDEP Grant Agreement No. OWP02. Commissioner Bergosh (Escambia County) seconded the motion. The motion passed unanimously.

c. Approval of NOAA B-WET Grant Agreement

PPBEP's NOAA B-WET Grant proposal for Pensacola Bay System Oyster REEF (Restoration, Education, and Engagement Framework) was approved for funding.

Commissioner Piech (Santa Rosa County) made a motion to approve the FY 2022-2023 PPBEP Operating Budget. Mike Norberg (Okaloosa County) seconded the motion. The motion passed unanimously.

7. Policy Board/Agency Updates

- a. Commissioner Bender (Escambia County) highlighted the need for educational materials for Escambia County that explain vibrio to the public.
- b. Commissioner Cole (Santa Rosa County) shared that the Garcon Point/Pace Wastewater Treatment Project is developing a Master Plan for septic to sewer conversions in the Garcon Point/Pace area.
- c. Policy Board members and the public were invited to attend PPBEP's 2nd Annual Community Grant Symposium on Thursday, September 22nd, at the Bayview Center from 5:30 – 8:30 PM. The 2021-2022 Community Grant projects will be highlighted, and the new 2022-2023 recipients will be publicly announced.
- d. M. Posner recognized Emerson Cheney's (PPBEP) time as the Tash Free Waters Volunteer Coordinator and thanked him for his time and dedication to the Estuary Program over the past 3 years.

8. Public Comment

9. Adjourn



Agenda Item 6.a.

Approval of the PPBEP Comprehensive Conservation & Management Plan

Background: In August 2017, the Bay Area Resource Council (BARC) received notification from the EPA Gulf of Mexico Division their proposal to establish the Pensacola & Perdido Bays Estuary Program (PPBEP) was selected for funding. In September 2018, the BARC formally transitioned into the PPBEP. Since then, PPBEP has been focused on completing the Comprehensive Conservation & Management Plan as required by the EPA Cooperative Agreement. After hundreds of hours of writing and dozens of Zoom calls, PPBEP is pleased to present the final CCMP for the Board's approval.

Recommendation: Recommend the Board approve the PPBEP Comprehensive Conservation & Management Plan; authorize staff to submit the final CCMP to EPA; and request each governing party to adopt a resolution of support to implement the CCMP.

Financial Impact: None.



Agenda Item 6.b.

Approval of Establishing an Environmental Justice Committee

Background: In fall 2022, PPBEP established an Environmental Justice Working Group to identify community needs, environmental justice barriers, and incorporate environmental justice principles in PPBEP operations and CCMP actions. Following the first meeting of the Environmental Justice Working Group, it was deemed a priority of members present to request the Board's approval to establish a standing committee focused specifically on environmental justice and to produce an environmental justice needs assessment for the watersheds, as identified in the CCMP (Action 2.6.2).

Recommendation: Recommend the Board establish an Environmental Justice Committee of the PPBEP Management Conference.

Financial Impact: None.



Agenda Item 6.c.

Approval of DEP Agreement No. OWP02 Amendment 4

Background: During the 2021-2022 Florida Legislative Session, Senator Broxson and Representative Andrade sponsored a local government appropriation request from the Estuary Program in the amount of \$495,000 to be applied toward the PPBEP Community Grant Program and to fund preliminary design of the Pensacola Bay System Oyster Restoration Initiative. Amendment 4 recognizes the proceeds of the FY2022-2023 appropriation under line item 1644A of the General Appropriations Act.

Recommendation: Recommend the Board approve Amendment 4 to DEP Agreement No. OWP02, in the amount of \$495,000, and request the Escambia County Board of County Commissioners, as host agency of PPBEP, approve the amendment.

Financial Impact: This action will appropriate \$260,000 to the Community Grant Program, \$160,000 for the Pensacola Bay System Oyster Restoration Initiative, \$30,000 for personnel, and \$45,000 for indirect costs.

**AMENDMENT NO. 4
TO AGREEMENT NO. OWP02
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Agreement No. OWP02 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, 221 South Palafox Place, Pensacola, Florida 32502 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Pensacola and Perdido Bays Estuary Program, effective the 15th day of February 2021; and

WHEREAS, \$495,000 in additional funding for this Project was provided under Line Item 1644A of the 2022-2023 General Appropriations Act,

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement Expiration Date is extended to June 30, 2023.
- 2) Attachment 1 Standard Terms and Conditions is replaced by Attachment 1 Standard Terms and Conditions (version 10.3.2022).
- 3) Attachment 2 Special Terms and Conditions is replaced by Attachment 2 Special Terms and Conditions (version 10.3.2022).
- 4) Attachment 3-A, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. The purpose of the revision is to add Task 5: PPBEP Community Grant Program, update the Project Timeline, Budget Detail by Task, and Project Budget Summary, and increase funding by \$495,000. All references in the Agreement to Attachment 3, Grant Work Plan, shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
- 5) Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$1,245,000	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	GAA Line Item #1616B	\$500,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	GAA Line Item #1607A	\$250,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	GAA Line Item #1644A	\$495,000
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$1,245,000

- 6) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Jeff Bergosh, Chairman

Print Name and Title

Adam Blalock, Deputy Secretary

Print Name and Title

Date: _____

Date: _____

Jessica Kanesh, DEP Grant Manager

DEP QC Reviewer

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	1	Standard Terms and Conditions (10.3.2022)
Attachment	2	Special Terms and Conditions (10.3.2022)
Attachment	3-B	Second Revised Grant Work Plan (4 pages)
Exhibit F	PUR 1808	Common Carrier or Contracted Carrier Attestation Form

**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

Attachment 1

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.

Attachment 1

- 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).

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/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

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. OWP02**

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.

During FY20/2021, the Project funded under this Agreement will 1) support the development of PPBEP's CCMP, 2) describe the current ecological conditions of the Pensacola and Perdido Bay systems through the completion of a sampling intensification effort through the National Aquatic Resource Survey (NARS) Program, and 3) implement water quality improvements, habitat restoration, resilience, citizen science, research, and education/outreach projects of the Program and partnering agencies/organizations through the establishment of the PPBEP Mini-Grant Program. During FY21/2022, it will implement water quality improvements, habitat restoration, resilience, citizen science, research, and education/outreach projects of the Program and partnering agencies/organizations through the PPBEP Community Grant Program. During FY22-23, the Program will 1) implement priority actions of its CCMP through the PPBEP Community Grant Program and 2) commence conceptual design and drafting of technical specifications of an estuary-scale oyster restoration project in the Pensacola Bay System. The Project is defined in more detail in Attachment 3-B, Second Revised Grant Work Plan.

2. Duration.

- a. Reimbursement Period. Tasks for fiscal year 2022-2023 are reimbursable from July 1, 2022, until 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.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3-B.
- 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 checked="" 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 checked="" 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 checked="" 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.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is permitted 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. Build America, Buy America Act (BABA).

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.

15. Common Carrier (see Exhibit F).

- 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

16. Additional Terms.

None.

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

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
DEP AGREEMENT #: OWP02**

ATTACHMENT 3-B

PROJECT TITLE: Pensacola & Perdido Bays Estuary Program

PROJECT LOCATION: The Project is located within the Pensacola Bay System and Perdido Bay System (Figure 1).

PROJECT BACKGROUND: The Pensacola & Perdido Bays Estuary Program (PPBEP) submitted a local government appropriation request to the Legislature during the 2020-2021 session. The funding request supports PPBEP's Community Grant Program, supporting water quality improvement, habitat restoration, resilience, citizen science, research, and education/outreach projects of the Program and partnering agencies and organizations.

PROJECT DESCRIPTION: During FY20-21, the Project funded under this Agreement 1) supported the development of PPBEP's CCMP, 2) described the current ecological conditions of the Pensacola and Perdido Bay systems through the completion of a sampling intensification effort through the National Aquatic Resource Survey (NARS) Program, and 3) implemented water quality improvements, habitat restoration, resilience, citizen science, research, and education/outreach projects of the Program and partnering agencies/organizations through the establishment of the PPBEP Mini-Grant Program. During FY21-22, the Program implemented water quality improvements, habitat restoration, resilience, citizen science, research, and education/outreach projects of the Program and partnering agencies/organizations through the PPBEP Community Grant Program. During FY22-23, the Program will 1) implement priority actions of its CCMP through the PPBEP Community Grant Program and 2) commence conceptual design and drafting of technical specifications of an estuary-scale oyster restoration project in the Pensacola Bay System.

TASKS and DELIVERABLES:

Task 1: PPBEP Community Grant Program

Task 1 Description: The Grantee will administer the 2022-2023 PPBEP Community Grant Program open to eligible local governments and nonstate entities located within the Pensacola Bay System and/or Perdido Bay System in Escambia, Santa Rosa, and/or Okaloosa counties. The Grantee will develop a Request for Proposals indicating proposal categories, priority considerations, selection criteria, and the selection process. Selected proposals must connect to the core indicators of PPBEP's CCMP, improve scientific understanding of the Pensacola and Perdido bay systems, connect scientific principles and estuary stressors to community stakeholders, and/or improve conditions of the Pensacola and Perdido bay systems. The Grantee shall also review and approve a QAPP for any selected proposals that will involve field or laboratory observations or measurements prior to any testing or sampling.

Deliverable: The Grantee will submit 1) a copy of the Request for Proposals, Application Form, Executed Agreements, and final reports for each awardee; 2) submit an electronic copy of an approved QAPP for each community grant proposal involving field or laboratory measurements (may not apply to all selected proposals); 3) a consolidated draft program report to assess Program effectiveness; 4) and a final program report to assess Program effectiveness.

Performance Measure: The Department's Grant Manager will review the submitted deliverables to verify that they meet the specifications in the Grant Work Plan, this description, that Department comments have been addressed, and that the Contract described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with their request for reimbursement.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement on a monthly basis.

Task 2: Oyster Restoration Conceptual Design and Technical Specification Development

Task 2 Description: The Grantee is currently leading implementation of the Oyster Fisheries and Habitat Management Plan for the Pensacola Bay System prepared by The Nature Conservancy in Florida in 2021. One of the primary actions identified in the Management Plan is pursuing estuary-scale oyster restoration in the Pensacola Bay System to support a thriving and sustainable oyster population. The Grantee will procure professional services from a qualified vendor to assist the Program with conceptual design and technical specification development for estuary-scale oyster restoration in the Pensacola Bay System.

Deliverable: The Grantee will submit 1) a copy of any executed sub-contract(s); 2) provide a copy of the solicitation; 3) provide copies of invoices; 4) prepare and submit a final summary report, summarizing work completed, including drafts of conceptual designs and technical specifications; 5) PPBEP will coordinate with the Statewide Bivalve/Seagrass Consortium to share lessons-learned, findings and results of research and restoration projects funded through this agreement.

Performance Measure: The Department's Grant Manager will review the submitted deliverables to verify that they meet the specifications in the Grant Work Plan, this description, that Department comments have been addressed, and that the Contract described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with their request for reimbursement.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement on a monthly basis.

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

Task/Deliverable	Start Date	End Date	Deliverable Due Date
Task 1 – PPBEP Community Grant Program	Upon execution of Grant	June 30, 2023	
Copy of the Community Grant Applications and Agreements			June 1, 2023
Copies of any approved QAPPs (if applicable)			June 1, 2023
Draft Consolidated Report			June 15, 2023
Final Consolidated Report			June 30, 2023
Task 2 – Oyster Restoration Conceptual Design and Technical Specification Development	Upon execution of Grant	June 30, 2023	
Copy of Executed Sub-contracts			June 1, 2023
Copy of the Solicitation			June 1, 2023
Copy of Invoices			June 30, 2023
Summary Report			June 30, 2023

BUDGET DETAIL BY TASK:

Task No. / Deliverable Title	Category	Cost Reimbursement \$(Not to Exceed)
Task 1 – Contractual PPBEP Community Grant Program	Contractual Services	\$260,000.00
	Indirect	\$29,000.00
	Personnel	\$30,000.00
Task 2 – Oyster Restoration Conceptual Design and Technical Specification Development	Contractual Services	\$160,000.00
	Indirect	\$16,000.00

Total		\$495,000.00
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PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding \$(Not to Exceed)
Contractual Services	\$420,000.00
Personnel	\$30,000.00
Indirect (10% de minimus)	\$45,000.00
Project Total:	\$495,000.00



Figure 1: Projects located within Escambia, Santa Rosa, and/or Okaloosa counties are eligible.

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



Agenda Item 6.d.

Approval of DEP Agreement No. 22PLN35

Background: The Florida Department of Environmental Protection Resilient Florida Grant Program has awarded PPBEP \$687,500 to complete a compound flood model and adaptation plan for the Pensacola and Perdido watersheds. This project supports Action 2.4.1 of the CCMP, to identify high-risk areas using compound flood models to educate communities, aid in community planning, and improve FEMA Community Rating System scores.

Recommendation: Recommend the Board approve DEP Agreement No. 22PLN35, in the amount of \$687,500, and request the Escambia County Board of County Commissioners, as host agency of PPBEP, approve the agreement.

Financial Impact: This action will appropriate \$475,000 to the FSU RIDER Center to complete the work compound flood model, \$151,200 for personnel, and \$61,300 for indirect costs.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22PLN35**

ATTACHMENT 3

PROJECT TITLE: Compound Rain-Tide Floods in the Pensacola and Perdido Bay Area Under Future Climate Scenarios

PROJECT LOCATION: The Project is located within Escambia, Santa Rosa, and Okaloosa Counties, Florida.

PROJECT DESCRIPTION:

The Pensacola & Perdido Bays Estuary Program (PPBEP) working through host agency Escambia County Board of County Commissioners (Grantee) will conduct the Compound Rain-Tide Floods in the Pensacola and Perdido Bay Area Under Future Climate Scenarios (Project). The project will include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), and Adaptation Plan. The grantee will produce an updated precipitation frequency estimates and compound flooding scenarios for the Pensacola and Perdido watersheds to aid local governments in identifying priority resilience projects, policy initiatives, and community outreach opportunities necessary to enhance community resilience.

TASKS AND DELIVERABLES:

Task 1 – Kickoff Meeting

Description: After a notice-to-proceed is issued, the Grantee will meet to develop an overall project management plan and to address initial actions. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee, including a representative from each of the local governments within the project area.

Deliverables: The Grantee will provide the following: 1) a draft list of steering committee members; 2) kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and 3) a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2 – Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3 – Community Engagement

Description: The Grantee will lead a series of small group meetings with local government staff and elected officials to review and discuss project outputs and identify opportunities for regional resilience projects, initiatives, and policies. The Grantee will also host a series of community engagement sessions, in conjunction with local government staff, to review the compound flooding scenarios, modeled impacts to their homes and businesses, and discuss regional resilience projects, initiatives, and policies to be included in the Regional Resilience Adaptation Plan.

Deliverables: The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

Task 4 – Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

Task 5 – Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to [s. 380.093, F.S.](#)

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6 – Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7 – Adaptation Plan

Description: The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final Adaptation Plan or Report.

Task 8: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include

the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: The Department will reduce each Task Funding Amount by five percent (5%) for every day that the task deliverable(s) are not received on the specified due date listed in the Agreement's most recent Project Timeline. Should a Change Order or Amendment be requested on the date of or after the most current task due date, the five percent (5%) reduction of that Task Funding Amount will be imposed until the date of the requested change is received via email by the Department.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Task Start Date	Task Due Date
1	Kickoff Meeting	Salary	\$ 0	7/1/2021	9/30/2024
		Fringe Benefits	\$0		
		Contractual Services	\$0		
2	Steering Committee Meetings	Salary	\$ 10,000	7/1/2021	9/30/2024
		Fringe Benefits	\$3,500		
		Contractual Services	\$5,000		
3	Community Engagement	Salary	\$ 50,000	7/1/2021	9/30/2024
		Fringe Benefits	\$17,500		
		Contractual Services	\$5,000		
4	Acquire Background Data	Salary	\$ 2,000	7/1/2021	9/30/2024
		Fringe Benefits	\$700		
		Contractual Services	\$25,000		
5	Exposure Analysis	Salary	\$ \$0	7/1/2021	9/30/2024
		Fringe Benefits	\$0		

DEP Agreement No.: 22PLN35

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		Contractual Services	\$212,000		
6	Sensitivity Analysis	Salary	\$0	7/1/2021	9/30/2024
		Fringe Benefits	\$0		
		Contractual Services	\$212,000		
7	Adaptation Plan	Salary	\$50,000	7/1/2021	9/30/2024
		Fringe Benefits	\$17,500		
		Contractual Services	\$5,000		
8	Final Vulnerability Assessment Report, Maps, and Tables	Salary	\$0	7/1/2021	9/30/2024
		Fringe Benefits	\$0		
		Contractual Services	\$11,000		
		Indirect Costs	\$61,300		
Total:			\$ 687,500		

SALARY AND FRINGE BENEFITS BY TASK: Cost-reimbursable funding or hourly match and fringe rate(s) by position may not exceed those indicated below. Upon submission of each payment request, the Grantee certifies that the hours and fringe rates submitted are accurate and allowable costs for the Grant Agreement. Upon request by the Department's Grant Manager, additional documentation of hours worked will be provided.

[OPTIONAL SALARY/FRINGE BENEFITS: If the "For Actual Costs" option is selected in Attachment 2, Grantee must remove the Fringe Rate column in the table below and then use the following statement:]

Cost-reimbursable funding or hourly match rate(s) by position may not exceed those indicated below. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Budget Detail by task table.

Task No.	Position Title	Hourly Rate	Fringe Rate (%)
2;3;4;5;6;7	Project Coordinator	\$27.00	35.0
	Outreach Coordinator	\$25.00	35.0



Agenda Item 6.e.

Approval of a Subaward Agreement with FSU

Background: The FSU RIDER Center will study future floods in the Pensacola and Perdido Bay area under various climate pathways and sea levels. Compound rain-tide scenarios will be modeled using frequency analyses and hydrodynamic models. A variety of climate change and sea level rise scenarios will be studied and vulnerable areas to each scenario will be mapped. The ultimate outputs include a model for flood vulnerability assessments and maps of vulnerable areas for a variety of climate change and sea level rise scenarios.

Recommendation: Recommend the Board approve the subaward agreement with the Florida State University RIDER Center, in the amount of \$475,000, in support of the Compound Flood Model Project.

Financial Impact: This action will appropriate \$475,000 to the FSU RIDER Center from DEP Grant Agreement No. 22PLN35.

SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Pensacola and Perdido Bays Estuary Program (hereinafter referred to as “PPBEP”), Escambia County Board of County Commissioners, acting as fiscal agent for PPBEP (hereinafter referred to as the “County”), and Florida State University, for and on behalf of its Board of Trustees and their successors and assigns (hereinafter referred to as the “University”).

Whereas, the PPBEP desires that the University perform certain services related to an economic impact and valuation analysis of PPBEP; and

Whereas, the University has agreed to do so under the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

SCOPE OF SERVICES

The University agrees to perform the Scope of Services set forth in Attachment A.

PERIOD OF PERFORMANCE and TERMINATION

The effective date of this agreement shall be the date last executed. The period of performance under this Agreement is specified as November 1, 2022 through May 31, 2024, unless earlier terminated in accordance with the terms herein. Services may not commence prior to the effective date of the Agreement. Either party hereto may terminate this Agreement at any time with or without cause upon thirty (30) days written notice. Termination or cancellation shall not affect the rights and obligations of the parties accrued prior to termination. In the event of termination, the University will be paid for all costs incurred and non-cancelable obligations made prior to the termination date.

COST AND PAYMENT

The parties agree this is a cost reimbursable agreement, with costs not to exceed \$469,000.00 inclusive of any direct or indirect costs or expenses. The University may request payment by the submission of a properly executed invoice reflecting the amount due and owing for services rendered with appropriate supporting documentation. Invoices may not be submitted more frequently than once per month. Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes.

Invoices shall be sent to:

Matt Posner, Executive Director
Pensacola and Perdido Bays Estuary Program
mjposner@ppbep.org
226 Palafox Place, 5th floor
Pensacola, FL 32502

Payments shall be sent to:

Sponsored Research Accounting Services
874 Traditions Way, 3rd Floor
Tallahassee, Florida 32306-4166

PATENT AND COPYRIGHT

The University shall retain rights to any and all intellectual property first produced under this Agreement. If this Agreement is funded in whole or in part with federal funds, the University grants to the Federal Government a royalty-free, nonexclusive, irrevocable license to use the intellectual property first produced under this Agreement.

OWNERSHIP OF DOCUMENTS

Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the University in connection with the performance of services under this Agreement are and shall remain the property of the County/PPBEP whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents. Notwithstanding anything to the contrary in this agreement, the University shall retain the right to publicly disseminate information in, and related to, drawings, specifications, design, models, photographs, reports, surveys, and other data produced in connection with the performance of services under this Agreement without restriction from the County.

CHANGES AND MODIFICATIONS

Modifications of provisions of this Agreement shall be valid when they have been reduced to writing and duly signed by authorized parties. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the University without prior written consent.

INDEMNIFICATION

Each party hereto agrees that it shall be solely responsible for the wrongful acts or omissions of its officers, employees, contractors, and agents to the extent permitted by Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver of sovereign immunity by any party beyond the waiver set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

INSURANCE

In the performance of services hereunder, the University agrees to maintain, during the term of this Agreement, comprehensive general liability insurance with limits for bodily injury and property damage combined in the amount of \$200,000 per person, \$300,000 per occurrence for the protection of the parties against any and all claims arising out of this Agreement.

MANAGEMENT

The PPBEP has designated Matt Posner as the contact person for this Agreement, telephone # 850.595.0820.

The University's representative for the technical aspect of the project is Dr. Ebrahim Ahmadisharaf, telephone #850-410-6281. The representative for the University responsible

for administrative and financial matters related to this Agreement is Pam Ray, Senior Director, Sponsored Research Administration, telephone #850.644.8643.

SEVERABILITY AND NON-WAIVER

In the event one or more provisions of this Agreement are declared invalid, the balance of this agreement shall remain in full force and effect. Failure of either party to enforce any provision of this Agreement does not waive that party's right to full performance of the provisions of the Agreement.

It is expressly understood and agreed that this Agreement states the entire agreement and that the parties are not bound by any stipulations, representations or promises not printed in this Agreement.

COMPLIANCE WITH LAW

The University agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

INDEPENDENT CONTRACTOR

In the performance of this Agreement, the University is an independent contractor. The University shall not hold itself out as an employee, agent or servant of Escambia County; and the University shall not have the power or authority to bind Escambia County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

PUBLIC RECORDS

The parties hereto acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the non-breaching parties may, without prejudice to any other right or remedy and after providing seven days written notice, during which period the breaching party still fails to allow access to such documents, terminate the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the respective dates under each signature.

PPBEP

Matt J. Posner
Executive Director

Date

Escambia County, Florida

Wesley J. Moreno, County Administrator

Date

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

Florida State University

Russell D. Lentz for
Mark Riley, Interim Vice President for Research

Digitally signed by Russell D. Lentz for Mark Riley, Interim Vice President for Research
Date: 2022.10.14 07:33:08 -04'00'

Mark Riley
Interim VP for Research

Date



FAMU-FSU
College of Engineering

Scope of Work for

Compounding Floods in Pensacola and Perdido Bay Under Climate Change

Prepared by:

Ebrahim Ahmadisharaf, PhD

Department of Civil and Environmental Engineering

Resilient Infrastructures and Disaster Response (RIDER) Center

Florida A&M University—Florida State University College of Engineering

Tallahassee, FL 32310

Prepared for

Pensacola and Perdido Bays Estuary Program

Date: 10/13/2022

Overview

This project aims to study future floods in the Pensacola and Perdido Bay area under various climate pathways and sea levels. Compound rain-tide scenarios will be modeled using frequency analyses and hydrodynamic models. A variety of climate change and sea level rise scenarios will be studied and vulnerable areas to each scenario will be mapped. The ultimate outputs include a model for flood vulnerability assessments and maps of vulnerable areas for a variety of climate change and sea level rise scenarios.

Project main tasks

Florida State University (FSU) will fulfill the following tasks under this statement of work (SOW) in collaboration with the Pensacola and Perdido Bays Estuary Program. The task numbers are consistent with the FDEP Grant # 22PLN35.

Task 4 – Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, Florida Statute (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the National Oceanic and Atmospheric Administration (NOAA) most recent intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event.

Additional details: The goal of this task is to prepare all the pertinent existing datasets and models for the study area. Observed data (meteorological, hydrologic, hydrodynamic etc.) will be acquired from publicly available sources and government agencies (e.g., FDEP, EPA, NOAA, USDA, USACE and USGS). In addition to these sources, FSU will review existing studies on the case study to identify other data that are not publicly available but may be obtained upon request. PPBEP will facilitate connections on this. These data will be collected for the entire period of record. The data will be then evaluated, processed and cleaned to fill any data gaps and ensure consistency among them in terms of period of coverage and spatiotemporal resolution. These data will be further processed to the required format and desired period of analyses for the flood inundation modeling. Literature review will be also conducted to identify suitable computational models and approaches for the analyses of compounding floods for the Pensacola and Perdido Bay area. The deliverable of this task will be a database for the case study.

Deliverables: The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in s. 380.093(2) 1-4, F.S.

Task 5 – Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S.

Task 5.1 – Hydrodynamic model configuration and verification

The goal of this subtask is to implement a hydrodynamic model that represents the case study conditions in terms of flooding. FSU will configure a hydrodynamic model to simulate coupled coastal-inland floods in the study area. The configuration will be informed by past studies and the case study database (Task 1). Existing hydrodynamic models will be leveraged and augmented during the project. PPBEP will, if available, provide FSU with the existing hydrodynamic models for the simulations. Based on previous studies, data availability and technical considerations, multiple hydrodynamic models will be assessed, and one or a combination of multiple models (e.g., 1D hydrodynamic or a hydrologic model for the upstream and a 2D model for the downstream) will be chosen. Test runs will be done to ensure numerical stability and minimize simulation errors under various event-based flood scenarios. Model parameters will be adjusted to optimize the model performance and quantitative metrics will be used to measure the model performance. The deliverable will be model files of the hydrodynamic model, a series of metrics on the hydrodynamic model performance and maps of simulations against historical records.

Task 5.2 – Climate change assessments and updating intensity-duration-frequency (IDF) curves

The goal of this task is to project future precipitation and update intensity-duration-frequency (IDF) curves under plausible climate pathways. Literature review will be conducted to identify a suitable global climate model (GCM) for the study area. Based on the literature review, the suitable GCM for producing Coupled Model Intercomparison Project Phase 6 (CMIP6) data will be determined and selected for further analyses. Historical measurements of precipitation will be acquired from NOAA's NCEI and North West Florida Water Management District's rain gauges. The precipitation time series for the selected GCM will be also acquired and processed to the required format and desired period of analyses for downscaling and bias correction. The processed GCM's data will be downscaled and bias corrected using a statistical downscaling technique. The variable of interest will be sub-daily precipitation. Fit metrics will be computed and statistical tests will be performed to assess the GCM's efficiency in representing historical precipitation. A probability distribution will be selected based on a statistical metric like L-moment or maximum likelihood estimation. This distribution will be fitted to the future time series to generate intensity, duration and frequency of precipitation under future climate. The deliverable will be precipitation time series and updated IDF curves for rain gauges within the study area under plausible future climates.

Task 5.3 – Sea level rise assessments

The goal of this task is to project future sea levels under plausible scenarios. A variety of sea level rise scenarios (low, intermediate and high), which differ in terms of consideration of source SLC rate, will be studied to bracket near and distant future changes in sea levels at five-year time increments. The USACE's Sea-Level Change (SLC) Curve Calculator will be used as our primary tool to derive historical and future sea levels for the coastal portion of our testbed. Point-based information by the SLC Curve Calculator will be spatially interpolated to generate a spatially continuous tidal data. The deliverable will be continuous time series of sea levels for the study area under various sea level rise scenarios.

Task 5.4 – Design flood derivation

The goal of this task is to determine design flood scenarios based on joint assessments on rainfall and tide. Joint probability analyses will be done between rainfall and tide levels to derive these scenarios. The analyses will characterize design rainfall and tide in terms of magnitude, intensity, timing and duration. Various levels of risks (i.e., return periods or recurrence intervals) will be derived based on these analyses for the historical and future scenarios. The deliverable will be a series of design rainfall and tide for inland, coastal and compounding under historical and future scenarios.

Task 5.5 – Flood inundation modeling

The goal of this task is to map areas that are flooded under various design floods. Flood inundation modeling will be conducted via the hydrodynamic model under a broad range of design flood scenarios, including historical and future (climate change and/or sea level rise). These simulations will show the areas that are flooded alongside the flood characteristics (e.g., depth) in each flooded area.

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6 – Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Additional details: Using the hydrodynamic simulations and flood inundation maps produced in Task 5, vulnerable infrastructure (e.g., lift stations, wells and treatment plants) will be identified. The deliverable will be flood inundation maps and vulnerable infrastructure for various flood scenarios and the hydrodynamic model files.

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Reporting

The project results will be documented and reported to PPBEP in the format of a PDF. FSU will also share the results in the format of GIS, figures and tables.

Project timeline

The project will begin Nov 1, 2022 and end May 31, 2024. Table 1 shows the project timeline.

Table 1. Project timeline.

Task*	Y1	Y1	Y1	Y1	Y2	Y2	Y2
	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Task 4. Acquire background data							
Task 5. Exposure analysis							
Task 6. Sensitivity analysis							
Reporting							

* The task numbers are consistent with the FDEP Grant # 22PLN35.

Budget

Total costs: \$475,000; Total direct costs: \$431,819; Total indirect costs: \$43,181. Year 1: \$294,339; Year 2: \$180,661.

Budget Item	Cost (\$)
Personnel (salary and fringes)	\$412,184
Materials and supplies	\$800
Travel	\$12,835

Publication fees	\$6,000
Indirect costs	\$43,181
Total	\$475,000

Budget Narrative

PERSONNEL

Ebrahim Ahmadisharaf, Ph.D. (Years 1-2): Dr. Ebrahim Ahmadisharaf is a Research Faculty I in the Civil and Environmental Engineering Department at FAMU-FSU College of Engineering. For this project, Dr. Ahmadisharaf will oversee the entire project, lead the modeling and analyses efforts, writing and reviewing the reports, and supervise the FSU students and postdocs. Dr. Ahmadisharaf is a soft-funded faculty; i.e., faculty employment is dependent on contracts and grants. Requested funds will be used to pay his salary and fringes for the time involved with this project.

TBN Postdoctoral Scholar (Years 1-2): Two postdoctoral scholars will perform hydrodynamic modeling, compounding flood analyses, developing routines for the analyses and interpretation of the results under the supervision of Ahmadisharaf. The postdoc will also contribute to reporting and mentoring the students.

TBN Graduate Research Assistant (Years 1-2): Two graduate research assistants (GRAs) will perform data collection and processing, climate change assessments, updating IDFs, geospatial analyses and sea level rise assessments under the supervision of Ahmadisharaf.

Fringe Benefits: Fringe benefits for the personnel have been calculated at current negotiated rates: 18.93% for Ahmadisharaf and 0.4% for the GRAs. Ahmadisharaf fringes will include a health insurance of \$10,807 per year, postdocs' fringes will include a health insurance of \$19,813 (married) or \$9,162 (individual) and the GRAs' fringes will include a health insurance of \$2,587.96 per year, per FSU policy.

OTHER DIRECT COSTS

Materials and supplies (\$400, Years 1-2): Funds are requested to cover the software license (ArcGIS), for two project team members.

Travel (\$5,134 Year 1; \$7,701, Year 2): Funds are requested to support four project team members to visit the study area in Year 1, meet with the PPBEP and steering committee in Years 1-2 and to present the project results at domestic conferences (e.g., American Geophysical Union's Fall Meeting and the American Society of Civil Engineers' World Environmental & Water Resources Congress), which are held in different locations every year. The travel costs include transportation (ground transportation and airfare), lodging, meals, per diem and conference registration.

Publication (\$6,000, Year 2): A funding of \$6,000 is budgeted in Year 2 to cover open-access publication fees for the peer-reviewed articles that are resulted from this project.

INDIRECT COSTS

Indirect costs are calculated at 10.0% of total direct costs (TDC) in all years. FSU defines a "year" as the fiscal year, July 1 through June 30.



Agenda Item 6.f.

Approval of Issuing a Purchase Order to Background Stories, in the amount of \$23,000, to complete the State of the Bays Report Card

Background: The FSU RIDER Center will study future floods in the Pensacola and Perdido Bay area under various climate pathways and sea levels. Compound rain-tide scenarios will be modeled using frequency analyses and hydrodynamic models. A variety of climate change and sea level rise scenarios will be studied and vulnerable areas to each scenario will be mapped. The ultimate outputs include a model for flood vulnerability assessments and maps of vulnerable areas for a variety of climate change and sea level rise scenarios.

Recommendation: Recommend the Board approve the subaward agreement with the Florida State University RIDER Center, in the amount of \$475,000, in support of the Compound Flood Model Project.

Financial Impact: This action will appropriate \$23,000 from the EPA grant to complete this project. This project was budgeted in the EPA grant for \$15,000; however, cost savings were realized with CCMP design and CCMP design that are proposed to be used to cover the \$8,000 shortfall.



Proposal

PPBEP State of the Bays Website

23 September 2022

Hello PPBEP team,

It is already a pleasure working with you on the PPBEP CCMP. We're excited to potentially work with you on another project: the State of the Bays online report card.

We envision this as a story-based set of interactive pages that incorporates user-driven elements like animation.

Following is a description of our team, process and a budget proposal (since you already know us, feel free to skip to the last page). Our team would be glad to bring strategic visual communication to your work. Please let us know if we can answer any additional questions and how we may be able to work together.

— Arlene Birt, Founder, Background Stories

About Background Stories

Background Stories is an information and graphic design consultancy that helps non-experts better understand — and engage with — complex information. We utilize a variety of techniques, including infodesign, data visualization, animation, visual storytelling and interactive design to communicate and engage audiences, facilitating positive change.

We have significant experience working with organizations around scientific communications. We will integrate your team's strategy, brand standards, best-practices, as well as our own expertise in the design for behavior change while working together.

How We Work

Our team uses a 'content-first' approach to understand your data and your needs. This means, we take the time to ensure your information and key messages are represented accurately before building excellent design on top of that content. We use an **iterative process to collect feedback**, ensuring there are multiple times for you to provide input on your design needs — as well as those of your audience(s).

Capabilities include:

 Information Graphics

 Data Visualization

 Visual Storytelling

 Science
Communication

 Reports & Publications

 Animation



We work with socially and environmentally-focused organizations and seek to reduce our own footprint.

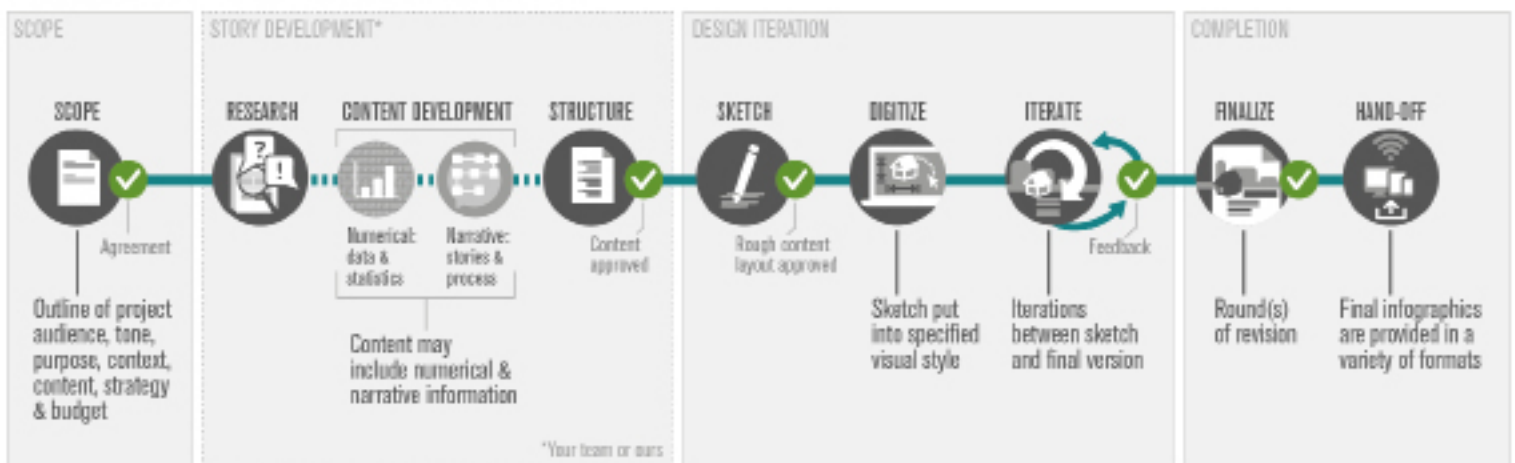
We are a certified women-owned, small business by the State of Minnesota.

We're nimble and adaptable. All of our designers are trained on project management and you'll have your own primary contact for your projects.

Experienced in working with clients who have multiple key audiences, we know how to mitigate communication misunderstandings. Our **Design Thinking processes** and **visual tools** to keep projects on track and everyone involved up-to-date.

Infographic Design Process

Our approach is strategic and collaborative. We focus first developing your story – in the way that is most likely to motivate your audiences. Then we have iterative reviews with your team through the development of informative visuals. Input from your team is a key part of the process, and is incorporated through each design iterations.



Meet Our Team



Founder & Creative Director Arlene Birt is an international expert in information design, narrative data visualization, and visual storytelling. She is currently creating the figures for the UN Intergovernmental Panel on Climate Change AR6 Synthesis Report. Arlene's 15+ years of experience include social marketing for behavior change and creative approaches to community engagement. Invited to speak around the world, Arlene is also a professor at the Minneapolis College of Art and Design, teaching courses on infodesign, data visualization, sustainability, and entrepreneurship since 2008. Arlene oversees strategy and creative projects at Background Stories. arlene@backgroundstories.com



Visual Storyteller Lisa Blakeborough has over 15 years of experience translating complex ideas into approachable visuals. Lisa is passionate about co-creating a healthier, kinder world and living in harmony with nature. lisa@backgroundstories.com



Visual Storyteller Meagan Hein creates data visualization, infographics, and illustration. With experience working in a cancer research lab, Meagan switched from biology to communications in college because she wants to help people get as excited about science as she is. meagan@backgroundstories.com



Visual Producer Nichole Goodwell has 15+ years of expertise in strategic communications, project management, design, and production. Her experience in the non-profit and social benefit sectors focuses on sustainable seafood, food systems, and the arts. nichole@backgroundstories.com



Account Manager Karen Lanthier brings 8+ years of experience in project management and organizational collaboration, particularly within the agriculture and food system sector. She provides strategic direction, keeps projects running smoothly and anticipates challenges and potential solutions; to ensure project goals are achieved. karen@backgroundstories.com

References

Following are some references. We're also happy to share additional references for other projects.

Minneapolis Park and Recreation Board - Comprehensive Plan

We developed a highly visual, interactive document which includes numerous infographics, graphs, and data visualization. We were provided text for the publication. From this we developed the layout and infographics.

Link: <https://www.minneapolisarks.org/wp-content/uploads/2021/11/MPLS-Comprehensive-Plan-Digital-11022021-1.pdf>

Team: Arlene Birt, creative direction; Lisa Blakeborough, design and project management; Maria Johnson, production design.

Client contact: Carrie Christensen (CChristensen@minneapolisarks.org)

City of Minneapolis - 20-year Comprehensive plan

When the City of Minneapolis was creating their 20-year Comprehensive Plan, Background Stories developed tools and strategies that allowed citizens to engage with and understand features of the plan. An interactive, online animation facilitated community engagement and provide a platform on which people shared their input on the city's plan. Discussion around built, natural, and economic environments of the city were a key focus of this engagement. The animation at growth.minneapolis2040.com was a joint collaboration between Background Stories and Room 34.

Link: growth.minneapolis2040.com

Team: Arlene Birt, creative direction; Lisa Blakeborough, design; Scott Anderson (Room 34), web development.

Client contact: Jack Byers (jackbyers@paynephallen.org; (651) 724-7647)

Ecotone Analytics - Data Visualization

Background Stories partners with analytics firm Ecotone Analytics to design complex data visualization for a variety of clients. In the example shown, a non-profit wanted to show how prospective partners can invest in their non-profit Social Return on Investment, business model. This impact overview shows information that is typically presented in a spreadsheet in a highly visual way.

Link: https://www.dropbox.com/s/bk8qiqxgr2p2d6i/EcotoneAllSquare4pgV9_Web.pdf?dl=0

Team: Arlene Birt, data visualization and creative direction; Lisa Blakeborough, design and project management.

Client contact: Ted Carling (ted@ecotone-partners.com)

Scope of Work & Budget Proposal

DESIGN AND DEVELOPMENT

State of the Bays webpages

With the aim to educate the public on specific watershed concepts, and based on the intended audience and existing messaging and content of PPBEP, Background Stories will design and develop a series of pages for the State of the Bays report.

Inspired by the [Potomac reportcard example](#) and using best practices of communication design, Background Stories will design and build 2 pages (one for each Bay) of up to 8 sections each. This includes developing webpage visual look & feel (based on the CCMP), structure, and content strategy – structuring content together with input from the PPBEP team.

While the PPBEP team will be responsible for analyzing and provide guidance on data visualization, Background Stories will combine data with infographics throughout the story platform (where relevant) and visualize data to align with the narrative visual story.

Pricing includes conceptualization, the design development process, project management, and 3 total rounds of revision: 1 on sketches/wireframes 2 rounds on full design.

Design, development, and wireframe creation process: \$6k for first page, \$4k each additional page

Animations: \$3.5k per page

Project management: \$3k

Accessibility

Our team can customize the State of the Bays report to optimize accessibility. These include:

- Use heading tags, formatting and nesting
- Design for contrasting colors
- Attribute any embedded content
- Add Alt tags
- Use meaningful text for links
- Transcript any playable media with voices

Accessibility optimization \$3k

Total design, development, project management, and accessibility \$23k

PLATFORM

PPBEP's Existing Wordpress-based Website

Previously, Background Stories had shared the costs of working on this project with Shorthand - a digital storytelling platform. We've now modified this proposal to include creation of wire frames and website development on PPBEP's existing website, within the Design & Development deliverables, as well as the Accessibility deliverable noted here.

Our team's web developer and graphic designer will work with PPBEP to help the viewer navigate seamlessly from categories (such as Water Quality, Habitat, Land Use, and Wildlife) as sections on the same page. There will also be links as needed to other relevant PPBEP pages.



We're flexible.

We are experienced at creating quick and efficient solutions. We can 'scope' projects to stay within fixed budgets – in a way that helps you get the most impact out of your investment.

We Look Forward to Continuing the Conversation

This estimate covers costs associated with research, planning, design, preparation, and collaboration regarding the project. This estimate does not cover printing or required out-of-town travel. Any additional expense(s) will be cleared with the client prior to purchase. Estimate is valid for 60 days.



Agenda Item 6.g.

Approval of a Minor Budget Modification to USEPA Cooperative Agreement No. 00D81118

Background: A minor budget modification is requested for USEPA Cooperative Agreement No. 00D81118, reallocating \$36,185 from the “other” budget category to the “supplies” and “contractual” budget category. Funds are reallocated from lab sample analysis, printing services, professional development, and bays, bayous, and sounds water quality assessment. Funds will be reallocated for purchase of additional field equipment and supplies to support monitoring programs.

Recommendation: Recommend the Board approve submitting a minor budget modification to USEPA Grant Agreement No. 00D81118 to the USEPA for approval.

Financial Impact: This action will reappropriate \$36,185 from the “other” budget category to the “supplies” and “contractual” budget category.

[Backup to be distributed under separate cover.]