

GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. _____
PURSUANT TO
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA
STATE EXPENDITURE PLAN

1. Subrecipient name (which must match the registered name in DUNS):
Santa Rosa, County of
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): 07790644
3. Federal Award Identification Number (FAIN): GNTSP20FL0088
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): October 29, 2019
5. Subaward Period of Performance:

Effective Date:	December 12, 2019
Project Completion Date:	June 30, 2021
6. Amount of Federal Funds Obligated by this action: \$438,221
7. Total Amount of Federal Funds Obligated to the Subrecipient: \$415,000
8. Total Amount of the Federal Award Subject to this Agreement: \$415,000
9. Federal award project description:

The scope of work for this project consists of the design and permitting for a septic to sewer conversion along Soundside Drive in Santa Rosa County.

10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – Gulf Ecosystem Restoration Council
Pass Through Entity – The Gulf Consortium
Contact Information for Awarding Official of Pass-Through Entity –

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

11. CFDA Number and Name: 87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

12. Identification of whether the award is for research and development (R&D): No

13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): N/A

TABLE OF CONTENTS

SECTION 1.	RECITALS.....	2
SECTION 2.	GENERAL.....	2
SECTION 3.	TERM.....	2
SECTION 4.	CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.....	2
SECTION 5.	PROCESSING OF REIMBURSEMENT REQUESTS.....	4
SECTION 6.	PAYMENTS TO SUBRECIPIENT SUBJECT TO APPROPRIATION.....	4
SECTION 7.	REPORTING REQUIREMENTS.....	5
SECTION 8.	INDEMNIFICATION.....	6
SECTION 9.	DEFAULT; TERMINATION; FORCE MAJEURE.....	6
SECTION 10.	REMEDIES; FINANCIAL CONSEQUENCES.....	7
SECTION 11.	AUDITS.....	10
SECTION 12.	SUBCONTRACTS; PROCUREMENT; SUBAWARDS.....	11
SECTION 13.	CLOSEOUT.....	15
SECTION 14.	LOBBYING PROHIBITION; CONFLICTS OF INTEREST.....	16
SECTION 15.	COMPLIANCE WITH LAWS.....	17
SECTION 16.	NOTICE.....	17
SECTION 17.	CONTACTS.....	17
SECTION 18.	INSURANCE.....	18
SECTION 19.	REAL PROPERTY; EQUIPMENT.....	18
SECTION 20.	UNAUTHORIZED EMPLOYMENT.....	19
SECTION 21.	NON-DISCRIMINATION.....	19
SECTION 22.	DEBARMENT/SUSPENSION.....	19
SECTION 23.	COPYRIGHT, PATENT, AND TRADEMARK.....	20
SECTION 24.	SPECIAL CONDITIONS.....	20
SECTION 25.	ENVIRONMENTAL CONDITIONS.....	20
SECTION 26.	PHYSICAL ACCESS AND INSPECTION.....	20
SECTION 27.	AMENDMENTS/MODIFICATIONS.....	21
SECTION 28.	PERMITS.....	21
SECTION 29.	RECORDS; ACCESS TO RECORDS AND PERSONNEL.....	21
SECTION 30.	MISCELLANEOUS.....	22

ATTACHMENTS:

ATTACHMENT A FINANCIAL ASSISTANCE AWARD..... A-1
ATTACHMENT B SPECIAL AWARD CONDITIONS.....B-1
ATTACHMENT C SUPPORTING DOCUMENTATION REQUIREMENTS.....C-1
ATTACHMENT D-1 FEDERAL PROVISIONS APPLICABLE D-1-1
 TO SUBRECIPIENT
ATTACHMENT D-2 FEDERAL NON-DISCRIMINATION PROVISIONS..... D-2-1
ATTACHMENT D-3 ENVIRONMENTAL COMPLIANCE..... D-3-1

THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the “Consortium”) and **SANTA ROSA, COUNTY OF**, a political subdivision of the State of Florida, whose address is 6495 Caroline St, Milton, FL 32570 (hereinafter referred to as “Subrecipient”), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNTSP20FL0088 between the Consortium and the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”). Collectively, the Consortium and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, in July 2012, the *Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012*, Public Law 112-141, codified at 33 U.S.C. 1321(t) (hereinafter referred to as the “RESTORE Act”) established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and made funds available for the restoration and protection of the Gulf Coast Region through a trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the “Trust Fund”); and

WHEREAS, pursuant to the RESTORE Act, thirty percent (30%) of the funds available in the Trust Fund are allocated to the Spill Impact Component, under which such funds are made available to the five Gulf Coast states, including Florida, pursuant to an approved State Expenditure Plan that meets the criteria set out in the RESTORE Act at 33 U.S.C. 1321(t)(3)(B)(i), including consistency with the goals and objectives of the RESTORE Council's Comprehensive Plan; and

WHEREAS, the State of Florida State Expenditure Plan (“FSEP”) was approved by the RESTORE Council on October 1, 2018; and

WHEREAS, FSEP Project No. 2-1 is intended to provide for the restoration of water quality in Santa Rosa Sound through a multifaceted approach. One element of this approach consists of expanding Santa Rosa County’s central sewer system into the Soundside residential community, which will allow for the conversion of approximately 163 existing septic systems. The design and permitting portion of this septic to sewer project is the subject of this Agreement; and

WHEREAS, on December 12, 2019, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNTSP20FL0088 governing the award of funds from the Trust Fund for the purpose of funding a portion of FSEP Project No. 2-1, as further described in such Financial Assistance Award and the attachments thereto (the “Project”); and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNTSP20FL0088 to Subrecipient such that Subrecipient may complete the Project, subject to the terms and conditions set forth herein; and

WHEREAS, the Subrecipient represents that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived here from, the Consortium and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

The Subrecipient does hereby agree to perform the Project in accordance with the terms and conditions set forth in this Agreement, Financial Assistance Award FAIN No. GNTSP20FL0088, attached hereto as **Attachment A** (hereinafter the “Financial Assistance Award” or “Award”), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set out at 2 CFR part 200 and the RESTORE Council’s Financial Assistance Standard Terms and Conditions; any Special Award Conditions contained in **Attachment B** hereto (hereinafter “Special Award Conditions”); the Gulf Consortium Subrecipient Policy and Grant Manual (available at <https://www.gulfconsortium.org/>); and all other attachments and exhibits hereto.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the “Effective Date”) and shall remain in effect until June 30, 2021 (the “Project Completion Date”), except that the provisions contained within Sections 7, 10, 11, and 12, 26, and 29 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for work performed on or after the Effective Date through the Project Completion Date. While certain pre-award costs incurred by Subrecipient may be eligible for reimbursement if so indicated within the Financial Assistance Award and approved by the RESTORE Council, Subrecipient assumes the risk for any costs incurred prior to the Effective Date and acknowledges that such costs may not be eligible for reimbursement under this Agreement.

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$415,000 for completion of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium's Grants Management System Portal located at <https://www.gulfconsortium.org/grant-resources> ("Grant Management Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient's accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall reimburse the Consortium for all recovered funds originally provided under this Agreement. 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 payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds subject to the Award shall be retained at the end of the Project until the Grant Administrator verifies that all required work provided for under the Award is complete.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than on a monthly basis, the Subrecipient may request reimbursement from the Consortium for costs incurred under this Agreement for which the Subrecipient is legally obligated to pay. All payment requests shall be submitted using the Payment Request Form made available through the Grant Management Portal located at <https://www.gulfconsortium.org/grant-resources>, and shall be accompanied with sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available through the Grant Management Portal, which shall describe the work performed for which reimbursement is being requested.

B. Within ten (10) days after receipt of the Payment Request, the Consortium shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the Consortium shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the Consortium. The Consortium reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the Consortium.

C. Upon determination by the Consortium that the Payment Request is sufficient, the Consortium shall initiate the reimbursement process through the RESTORE Council in accordance with the RESTORE Council Financial Assistance Standard Terms and Conditions and the Consortium’s applicable policies and procedures. Within ten (10) days of the Consortium’s receipt of the funds subject to the Payment Request from the RESTORE Council, the Consortium shall remit such funds to the Subrecipient.

D. If applicable, program income must be disbursed before the Subrecipient requests funds from the Consortium.

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The Consortium's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the Consortium's actual receipt of applicable funding from the RESTORE Council. Authorization for continuation and completion of work and payment associated therewith may be rescinded by the Consortium at its discretion, upon proper notice to Subrecipient, if RESTORE Council funds are reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. Financial and Performance Reports. Subrecipient shall submit biannual financial and performance reports related to the Project on forms provided by the Consortium and made available through the Grant Management Portal, unless a different reporting period is included as a special award condition. Each such financial and performance report shall be submitted no later than twenty (20) days following the completion of the applicable reporting period. If the work to be performed under this Agreement involves construction, restoration, or otherwise consists of tangible improvements to the physical environment, Subrecipient shall include with each performance report project photographs in jpg format and brief explanations of same depicting the current status of the project, which photographs shall be suitable for posting to a project-related website.

B. Final Project Report. Within 45 days of the completion of all required work contemplated under the Award, Subrecipient shall submit a "Final Project Report," on a form made available through the Grant Management Portal, in which the Subrecipient shall affirm that to the best of its knowledge and belief the Project has been satisfactorily completed. The Final Project Report shall further include an accounting of all Project expenses and such other information as the Consortium deems necessary to facilitate close out of the Award and permit the Consortium to meet all of its obligations and requirements under such Award.

C. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

"This [publication/video/etc.] was prepared by [Subrecipient] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

D. The Subrecipient agrees to provide a copy of any draft report or presentation to the Consortium before making, or allowing to be made, a press release, publication, or other public announcement concerning the final outcome of the FSEP Project that is the subject of this Agreement.

E. Any signage produced with funds from the Award or informing the public about the activities funded in whole or in part by the Award, must first be approved in writing by the Grant Administrator.

F. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Subrecipient shall comply with the property management requirements set forth in 2 C.F.R. § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted via the Grant Management Portal no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted at the end of the Agreement.

G. Reporting on Real Property. In accordance with 2 C.F.R. § 200.329, The Subrecipient shall complete and submit to the Consortium a report on the status of the real property or interest in real property in which the federal government retains an interest, using a SF-429 Real Property Status Report form annually for the first three years of the Award and thereafter at successive five year intervals until the end of the Estimated Useful Life of the property or time of disposition, whichever is less. All reports shall be submitted within 30 days of the end of the year for which the report is made.

H. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the Consortium must comply with the Funding Accountability and Transparency Act of 2006 (“FFATA”). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees assist the Consortium in providing the information necessary, over the life of this Agreement, for the Consortium to comply with its reporting obligations under FFATA.

I. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased for the Project by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 691-73, F.A.C., and , 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient 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 Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. By Consortium. The Consortium may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement or in its application for funding submitted to the Consortium shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the Consortium shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the Consortium regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the Consortium fails to fulfil any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the Consortium an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience upon mutual agreement of the Parties. In such event, both Parties shall enter into a separate agreement governing the termination conditions, including, but not limited to, the effective date thereof.

C. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the Grant Administrator in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Consortium may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 27 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the Consortium. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

D. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the Consortium prior to the effective date of termination, or otherwise allowable pursuant to 2 C.F.R. §200.342.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a deliverable or milestone to be performed under this Agreement is deemed unsatisfactory by the Consortium, the Subrecipient shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Consortium, within twenty

(20) days of being notified of the unsatisfactory deliverable, or within such other timeframe as is specified in writing by the Grant Administrator. If a satisfactory deliverable is not submitted within the specified timeframe, the Consortium may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Consortium Grant Administrator may, by written notice specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Subrecipient to the Consortium. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days from the Consortium's approval of the CAP.

1. A CAP shall be submitted within ten (10) days of the date of the letter request from the Consortium. The CAP shall be sent to the Consortium Grant Administrator for review and approval. Within ten (10) calendar days of receipt of a CAP, the Consortium shall notify the Subrecipient in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Subrecipient shall have ten (10) days from receipt of the Consortium letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Consortium approval of a CAP as specified above may result in the Consortium's termination of this Agreement for cause as authorized in this Agreement.

2. Upon the Consortium's notice of acceptance of a proposed CAP, the Subrecipient shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Consortium does not relieve the Subrecipient of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Subrecipient, the Consortium shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Consortium or steps taken by the Subrecipient shall preclude the Consortium from subsequently asserting any deficiencies in performance. The Subrecipient shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Consortium as requested by the Consortium Grant Administrator.

3. Failure to respond to a Consortium request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Consortium may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Consortium reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement or as otherwise available at law or in equity.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the Consortium may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the RESTORE Council or the Consortium.

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and RESTORE Council regulations (or in the case of the Consortium, recommend such a proceeding be initiated by the RESTORE Council).

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Trust Fund for the implementation of an FSEP project or withhold future FSEP project implementation sub-awards to the Subrecipient.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the Consortium shall refund, and shall forthwith pay to the Consortium, the amount of money demanded by the Consortium. 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 the Consortium by the Subrecipient to the date repayment is made by the Subrecipient to the Consortium.

7. Take other remedies that may be legally available.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to the RESTORE Act-specific remedies for noncompliance outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated into the Financial Assistance Award and made a part hereof.

D. Federal Clawbacks. In the event RESTORE Council, Department of the Treasury, or such other Federal entity having jurisdiction demands the return of funds paid to Subrecipient pursuant to this Agreement following a Federal audit or otherwise for any reason, including but

not limited to situations where costs paid with such funds were determined to be ineligible or unallowable under the Award, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the Consortium promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the Consortium may pursue any or all of the following remedies: (1) withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of funds from the Trust Fund; (2) deduct funds allocated to the Subrecipient for use on future FSEP implementation projects; (3) pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Consortium. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the RESTORE Council, Consortium, and Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the Consortium. Within six (6) months after receipt of the Subrecipient's audit report, the Consortium shall issue a decision on any audit findings contained within the report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 9 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the Consortium; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Consortium. In the event the Consortium determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Consortium to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Consortium.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. All procurements of property (as defined in 2 C.F.R. § 200.81) and services, including the procurement of subcontractors, by Subrecipient under this Agreement shall comply with 2 C.F.R. §§ 200.318-326, Appendix II to 2 C.F.R. Part 200 pertaining to contract provisions for non-federal entity contracts under federal awards, the Florida Competitive Consultant Negotiation Act, Section 287.055, Florida Statutes (as applicable), the Gulf Consortium Subrecipient Policy (available at <https://www.gulfconsortium.org/>), and all other applicable provisions of state and federal law.

B. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

C. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the Consortium, subject to the any conditions or limitations imposed by applicable state and federal law and Section 22 hereof concerning debarred/suspended contractors. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

D. Required Notice in Procurements. The Subrecipient shall include the following notice in each request for applications, proposals, or bids for a subaward, contract, or subcontract, as applicable, under this Agreement:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R.

Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

E. Subcontract Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the Consortium upon request.

F. Recused Entities. Subrecipient acknowledges and represents that it is aware that certain persons and/or entities (the “Recused Entities”) are expressly prohibited by contract and under the express terms of Section III. C., of the FSEP from participating in the implementation of any FSEP project, program, or activity, including the Project that is the subject of this Agreement. Subrecipient acknowledges and agrees that to the extent it contracts, whether directly or indirectly, with any such Recused Entity for the performance of work under this Agreement, the Subrecipient does so solely at its own risk and any costs incurred by the Subrecipient related to work performed by a Recused Entity shall be ineligible for cost reimbursement.

G. The Subrecipient and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or any other Federal department, agency, or instrumentality without the Consortium's prior written approval.

H. Affirmative Action. The Consortium supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient’s award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women’s business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

I. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

J. Sub-Awards. The Subrecipient shall not make sub-awards under this Agreement unless expressly contemplated and approved in the Award (including identification of the sub-awardee) or without the prior express written approval of the Consortium. In making sub-awards under this Agreement, Subrecipients shall comply with all applicable rules, regulations, policies, and requirements applicable to sub-awards made by subrecipients, including but not limited to those contained in 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All sub-awardees under this Agreement shall be subject to the same performance, financial, and reporting requirements as the Subrecipient.

K. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the Consortium and the RESTORE Council. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

L. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subgrants entered into for the performance of work under this Agreement.

SECTION 13. CLOSEOUT.

A. The Consortium will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Unless an extension is approved by the Consortium, within 45 days after the end of the Project Completion Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the Consortium any balances of unobligated cash that the Consortium paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within 30 days after receipt of all outstanding reports, the Consortium will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this award does not affect any of the following:

1. The right of the Consortium or RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the Consortium, within 90 days after the end of the Project Completion Date, the Subrecipient must liquidate all obligations incurred under this Award.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If this Agreement is for more than \$100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

F. Conflict of Interest.

1. The Subrecipient shall comply with Section III. C., of the FSEP entitled "Conflict of Interest" in its performance of this Agreement.

2. The Subrecipient shall not employ or retain any person or entity with a financial interest in the Project. The Subrecipient shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who may exercise or have exercised any functions or

responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Subrecipient must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient’s performance of the Project. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent 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 (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

Gulf Consortium

Grant Administrator
Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

Subrecipient

Project Manager

RESTORE Program Manager

Santa Rosa County Board of County Commissioners
Grants and Special Programs
6495 Caroline St., Suite G
Milton, FL 32570

In the event the Consortium's Grant Administrator or the Subrecipient's Project Manager changes, written notice by electronic mail with acknowledgement by the other Party will be acceptable.

SECTION 18. INSURANCE.

A. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient. This insurance must provide coverage for all reasonably foreseeable claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Subrecipient, any sub-subrecipient, or Subrecipient's contractors. The Subrecipient shall be responsible for determining the specific kinds and limits of coverage to be carried by the Subrecipient, subject to the provisions of this Agreement including any special conditions attached hereto, and all applicable state and Federal laws and regulations.

B. Subrecipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds pursuant to this Agreement as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless expressly required by the terms and conditions of the Financial Assistance Award.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. Real property or an interest in real property may not be acquired under this Agreement unless expressly authorized in the Award or otherwise approved in writing by the Consortium and the RESTORE Council.

B. The Subrecipient shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval by the Consortium. The Subrecipient shall not subject the title to such property to any liens or grants; the making of any federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement without prior written approval from the Consortium.

C. For projects involving acquisition of an interest in real property, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and the RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards." Pursuant to same, except as otherwise expressly authorized by the Consortium, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

D. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards."

SECTION 20. UNAUTHORIZED EMPLOYMENT.

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

SECTION 21. NON-DISCRIMINATION.

A. 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. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of

this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.

The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes:

A. The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract.

B. Any right or copyright to which a Subrecipient, sub-subrecipient, or a contractor purchases ownership with funds pursuant to this Award.

C. All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

SECTION 24. SPECIAL CONDITIONS.

In accordance with 2 C.F.R. §§ 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Subrecipient shall comply with all special conditions applicable to this Agreement as set forth in **Attachment B, Special Award Conditions**.

SECTION 25. ENVIRONMENTAL COMPLIANCE.

Subrecipient shall comply with the Federal environmental statutes, regulations, and executive orders described in **Attachment D-3, Environmental Compliance**, as applicable, in its performance of this Agreement. Additionally, if the Subrecipient becomes aware of any impact on the environment that was not noted in the Subrecipient's approved application package, Subrecipient must promptly notify the Consortium.

SECTION 26. PHYSICAL ACCESS AND INSPECTION.

As applicable, Consortium agents and personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Subrecipient shall provide access to any location or facility on which Subrecipient or any of its subcontractors are performing work, or storing or staging equipment, materials or documents;

B. Subrecipient shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Subrecipient 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.

SECTION 27. AMENDMENTS/MODIFICATIONS.

A. Change Orders. A Change Order to this Agreement is required when the cumulative transfer of funds between approved budget categories, as described in the approved Project budget contained within the Financial Assistance Award, is less than ten percent (10%) of the total budget. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing. The Grant Administrator shall be authorized to approve Change Orders on behalf of the Consortium.

B. Amendment. Amendment of this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Project Completion Date; changes to the cumulative amount of funding transfers between approved budget categories contained within the Financial Assistance Award exceeds or is expected to exceed ten percent (10%) of the total budget; or any other modification to this Agreement not otherwise described in paragraph A. above for which a Change Order would be appropriate. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing. The Parties further acknowledge and agree that Amendments to this Agreement impacting the Award may also require prior written approval of the RESTORE Council.

SECTION 28. PERMITS.

The Subrecipient expressly acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the Consortium for refusal by the Subrecipient to either provide to the Consortium upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CONSORTIUM'S CUSTODIAN OF PUBLIC RECORDS by telephone at (407) 629-2185, by email at Gulf.Consortium@balmoralgroup.us, or at the mailing address below.

Gulf Consortium Records Custodian
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789

E. The Subrecipient acknowledges and agrees that the Consortium, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The Consortium, RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this award.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 30. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that

any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Leon County, Florida or if an action is brought in Federal Court, the United States District Court for the Northern District of Florida, Tallahassee Division.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

GULF CONSORTIUM

SANTA ROSA COUNTY, FLORIDA

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Print Name and Title

Print Name and Title

ATTACHMENT A

**NOTICE OF AWARD OF FEDERAL AWARD
*REFERENCE PROJECT 2-1***

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER (FAIN)

GNTSP20FL0088

RECIPIENT NAME

Gulf Consortium

RECIPIENT UNIQUE ENTITY IDENTIFIER (DUNS)

079937065

STREET ADDRESS

165 Lincoln Avenue

PERFORMANCE START DATE

PERFORMANCE END DATE

10/01/18 to 6/30/2021

CITY, STATE, ZIP CODE

Winter Park, FL 32789-3877

FEDERAL FUNDS OBLIGATED (TOTAL AWARD AMOUNT)

\$1,150,464.00

AUTHORITY

33 U.S.C. 1321(t)(3) and 40 CFR Part 1800

NON-FEDERAL SHARE OF COST

\$0.00

CFDA NO. AND NAME

87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

TOTAL ESTIMATED COST OF PROJECT/PROGRAM

\$1,150,464.00

PROJECT/PROGRAM TITLE


Wastewater Improvement – Combined Project 1 (2-1 Santa Rosa, 3-4 Okaloosa, 13-1 Citrus, 20-1 Charlotte)

This Award Document (Form GCC-7700) signed by the Authorized Official constitutes an obligation of Federal funding. By signing this Form GCC-7700, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, this Form GCC-7700 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015)
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII

ABSTRACT/PURPOSE OF GRANT:

This project includes the Engineering & Design portions of four Florida SEP projects focused on wastewater management improvement to restore and protect water quality. Design work for the following projects are combined into a single program: 2-1 Soundside Drive Septic to Sewer Conversion, Phase I (Santa Rosa County); 3-4 Shoal River Headwaters Protection Program (HPP) - Phase I (Bob Sikes Airport Industrial Park Water Reclamation Facility (BSAIP WRF) Effluent Disposal Expansion) (Okaloosa County); 13-1 NW Quadrant Sewer Force Main Project (Citrus County); and 20-1 Charlotte Harbor Septic-to-Sewer Conversion Program (Charlotte County). The primary Comprehensive Plan Goals and Objectives for all four projects are the same: Goal 2 - Restore Water Quality and Quantity, and Objective 2 - Restore, Improve, and Protect Water Resources.

ACCOUNTING INFORMATION CATB GCC6013; CAM1 GCCGWATERQUL ; CAM2 GCCOTHERWSXX ; CAM3 GCCPWATERRES		FEDERAL AWARD ID NUMBER (FAIN) GNTSP20FL0088	PAGE 2
PROJECT/PROGRAM TITLE Wastewater Improvement – Combined Project 1 (2-1 Santa Rosa, 3-4 Okaloosa, 13-1 Citrus, 20-1 Charlotte)			
PROJECT- OR PROGRAM-SPECIFIC INFORMATION			
<input checked="" type="checkbox"/> PLANNING		<input type="checkbox"/> IMPLEMENTATION	
<input type="checkbox"/> TECHNICAL ASSISTANCE		<input type="checkbox"/> IMPLEMENTATION - CONSTRUCTION	
<input checked="" type="checkbox"/> PRE-AWARD COSTS – APPROVED AMOUNT: \$8,287.50		<input type="checkbox"/> SEP ONLY – INCLUDES INFRASTRUCTURE	
<input type="checkbox"/> RECIPIENT'S NEGOTIATED INDIRECT COSTS RATE (NICRA):		<input type="checkbox"/> OTHER – DESCRIBE	
<input type="checkbox"/> INDIRECT COSTS APPLIED TO AWARD: \$0.00			
<i>Note: Note: Administrative costs, including allowable indirect costs, are limited to 3% of amounts received under the RESTORE Act (33 U.S.C. 1321(t)(1)(B)(iii)). Any change in the Total Award Amount may result in a change to the amount of approved indirect costs subject to the 3% administrative cost limitation.</i>			
ATTACHMENTS			
<input checked="" type="checkbox"/> SPECIAL AWARD CONDITIONS		<input checked="" type="checkbox"/> CASH DRAWDOWN FORECAST SCHEDULE	
<input checked="" type="checkbox"/> FUNDING AUTHORIZATION		<input checked="" type="checkbox"/> KEY MILESTONES CHART	
<input checked="" type="checkbox"/> REPORTING SCHEDULE		<input checked="" type="checkbox"/> APPROVED METRICS	
<input checked="" type="checkbox"/> DESCRIPTION OF WORK TO BE PERFORMED		<input checked="" type="checkbox"/> OBSERVATIONAL DATA PLAN	
<input checked="" type="checkbox"/> BUDGET NARRATIVE		<input checked="" type="checkbox"/> PRELIMINARY DATA MANAGEMENT PLAN	
<input checked="" type="checkbox"/> BUDGET DETAIL SCHEDULE		<input type="checkbox"/> OTHER:	
RECIPIENT CONTACT INFORMATION Valerie Seidel 165 Lincoln Avenue Winter Park, FL 32789-3877 vseidel@balmoralgroup.us		RESTORE COUNCIL CONTACT INFORMATION Bridget Zachary Gulf Coast Ecosystem Restoration Council 500 Poydras Street, Suite 1117 New Orleans, LA 70130 bridget.zachary@restorethegulf.gov Matt Love Program Analyst Gulf Coast Ecosystem Restoration Council 500 Poydras Street, Suite 1117 New Orleans, LA 70130 matt.love@restorethegulf.gov	
The Council Grants Management Specialist is responsible for the negotiation, award and administration of this grant and the interpretation of grants administration policies and provisions. The Ecosystem Program Specialist is responsible for the scientific, programmatic and technical aspects of this grant. These individuals work together in overall grant administration. Prior approval requests (signed by the Recipient Authorized Official) should be submitted in writing to the Grants Management Specialist.			
GULF COAST ECOSYSTEM RESTORATION COUNCIL AUTHORIZED OFFICIAL		RECIPIENT AUTHORIZED OFFICIAL	
NAME Ben Scaggs		NAME Warren Yeager	
TITLE Executive Director		TITLE Chair, Florida Gulf Consortium	
SIGNATURE BENJAMIN Digitally signed by BENJAMIN SCAGGS		SIGNATURE 	
FEDERAL AWARD DATE SCAGGS Date: 2019.10.29 09:09:10 -05'00'		DATE 11/4/19	

SPECIAL AWARD CONDITIONS

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Review of Drawdowns

The recipient agrees to receive award funds through a reimbursement payment method and to provide the Council Grants Office with documentation supporting each drawdown through the Automated Standard Application for Payments (ASAP) system (ASAP.gov) concurrent with making the draw. The recipient will receive reimbursement through a two-step process:

- a. Request reimbursement of funds through ASAP; and
- b. Within 24 hours of drawing funds through ASAP, submit documentation that supports all costs incurred for Council Grants Office review through RAAMS (<https://raams.restorethegulf.gov>) or any successor system. At a minimum, the following documentation, as applicable, must be provided:
 - *Summary* of costs for which approval is requested, including amount in each applicable budget object class;
 - *Invoice* – for any cost item procured by the recipient or billed by a subrecipient or contractor;
 - *Other supporting documentation* – for any cost item that the recipient incurs directly (for example, time sheets to support personnel costs); and
 - Summary report from ASAP documenting the drawdown.

The documentation must clearly designate each item of cost for which approval is requested and show a clear relationship to the approved scope of work and budget of the award. Review of the Consortium's payments will be required until the Consortium demonstrates that the quality of its financial management systems and its ability to meet the management standards prescribed fulfill the requirements set forth in 2 CFR 200.205.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in RAAMS. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to closeout of the award.

5. Observational Data Management and Delivery

- a. **Data Sharing:** All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- b. **Timeliness:** Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- c. **Data produced under this award and made available to the public must be accompanied by the following statement:** "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."
- d. **Failure to Share Data:** Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- e. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION				
Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$1,150,464.00			\$1,150,464.00	

REPORTING SCHEDULE	
Reporting Task	Task Due Date
Financial Report	4/30/2020
Financial Report	10/30/2020
Performance Report	10/30/2020
Financial Report	4/30/2021
Final Report	9/28/2021

ATTACHMENT B

SCOPE OF WORK TO BE PERFORMED

DESCRIPTION OF WORK TO BE PERFORMED

PROJECT TITLE: Wastewater Improvement – Combined Project 1 (2-1 Santa Rosa, 3-4 Okaloosa, 13-1 Citrus, 20-1 Charlotte)

EGID: 88

ANTICIPATED START DATE: 10/11/2019

FUNDING REQUESTED: \$1,150,464.00

PROPOSED END DATE: 6/30/2021

PROJECT DESCRIPTION:

This is a combined project that includes engineering and design work for 4 different projects in the Florida SEP:

- 2-1: Soundside Drive Septic to Sewer Conversion, Phase I (Santa Rosa County)
- 3-4: Shoal River Headwaters Protection Program (HPP) - Phase I (Bob Sikes Airport Industrial Park Water Reclamation Facility (BSAIP WRF) Effluent Disposal Expansion) (Okaloosa County)
- 13-1: NW Quadrant Sewer Force Main Project (Citrus County)
- 20-1: Charlotte Harbor Septic-to-Sewer Conversion Program (Charlotte County).

The primary Comprehensive Plan Goals and Objectives for all four projects are the same: Goal 2 - Restore Water Quality and Quantity, and Objective 2 - Restore, Improve, and Protect Water Resources. The methodology and approach section provides information on scope, location, and best available science for each of the 4 projects separately.

Methodology / Approach

2-1: Santa Rosa Sound Water Quality Improvement Program – Soundside Drive Septic to Sewer Conversion – Final Design and Permitting

This request is for the design and permitting of a septic to sewer conversion project along Soundside Drive in the unincorporated portion of Santa Rosa County. The Soundside residential community does not currently have a centralized sewer system and uses septic systems for wastewater treatment and disposal. This proposed program component will expand South Santa Rosa Utility's existing sewer system into the Soundside area and allow for the conversion of approximately 163 septic systems to a low-pressure sewer system.

The project would entail the extension of the existing sewer system to provide service to properties that will be identified and prioritized in conjunction with the utility service companies in the project area. This would also include the associated phase out of on-site sewage treatment and disposal systems (septic tanks) for the same properties. This should significantly reduce the amount of nutrients entering Santa Rosa Sound, particularly fecal coliform bacteria loading from septic tanks which can lead to human infection and disease.

- Location (Where) - The design work for this project will provide for septic to sewer conversion in the area of Soundside Dr. between W. Shore Blvd. and Oak Dr. in Santa Rosa County. US Congressional District FL-01. HUC6 watershed: Florida Panhandle Coastal.
- Primary Eligible Activity (PEA) - Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region

- Approach (How) – Sewer expansion is a proven method of addressing and removing older septic tank systems. When not functioning properly, septic tanks can be a source of nutrients, pathogens, and other pollutants to both ground water and surface water. Construction technology, materials and techniques have improved over the last hundred years to the point that sewer expansions are routine civil engineering projects. Standard specifications and design standards are required to be utilized on every sewer expansion project in the State of Florida. Erosion control during construction is also required on every sewer expansion project. The objective of this project is to contribute to the overall BOCC identified priority of Restoration of Santa Rosa Sound. This project will reduce nutrient and sediment loading in Santa Rosa Sound thereby improving water quality for swimming and fishing while protecting sea grasses and other aquatic habitats. Sewer extension design and permitting would be completed within 12 months through a subrecipient agreement with the City of Gulf Breeze. The design will include a requirement for the contractor to properly permit and abandon septic tanks per Health Department requirements once connection to the sewer system is established. A subsequent application will be submitted for construction.
- Supporting Information (Why) – There are approximately 2.6 million septic tanks currently permitted in Florida (FL DOH 2011) discharging approximately 426 million gallons per day (Meeroff et al. 2008). That represents approximately 12% of all septic tanks in the United States. There are approximately 36,800 residential onsite systems (septic tanks) in Santa Rosa County, with about 55% of the single family homes in the County utilizing septic tanks (total single family units minus total single family residential connections in wastewater franchise areas). Some of them are working quite well and provide the best technology for the location and situation. Many others are not working well, are not properly maintained, are not the best option, are not environmentally sound and should not be allowed to prevail into the future. On average, 40% of septic tanks do not function properly. The major problem is that they contain significant amounts of bacterial and viral pathogens which can and do pose a significant health risk (Gurpal et al. 2011). In the NFWFMD Pensacola Bay System (SWIM plan 2017), there were at least 44,514 new or existing septic tanks in the Pensacola Bay watershed; however, at least 5,854 permits had been issued to abandon septic tanks, presumably due to connection to a centralized sewer collection system (FDOH 2015). According to the Florida Department of Health, less than one percent of the state’s systems — about 17,000 — are being inspected and serviced by licensed maintenance professionals each year. In most cases, septic systems are only checked or serviced when they fail. And more than half of the state’s septic systems are at least 30 years old. (FDOH 2011). The flushing of salted water into the septic system can lead to sodium binding in the drainfield. The clay and fine silt particles bind together and effectively waterproof the leach field, rendering it ineffective. Flooding from rivers or the sea can all prevent a drain field from operating, and can cause flow to back up, interfering with the normal operation of the tank. High water tables can also result in groundwater flowing back into the septic tank (US EPA 2011). Septic systems work best in rural areas that have low density, more land, and are further from lakes, rivers, and the coastal estuarine environment. According to a study done (FDOH 2015), normally very little nitrogen reduction occurs in a conventional septic tank. Numerous studies show that most Florida septic systems, new or old, maintained or not, are simply not designed or installed to adequately protect our waterways. They do not adequately treat pollutants such as fecal matter, viruses, and pharmaceuticals, which are health issues. In addition, nutrients, such as nitrogen, which create aquatic growth such as algae blooms, darken our waters, and deplete fish life. Septic system effluent migrates from our yards to our waterways. Because of

the high water table, which exists in most of Florida, especially during the rainy season and the close proximity of septic systems to our waterways, there is inadequate earth filtering space to treat fecal matter before it enters our waterways. In Monroe County, Florida water quality sampling in areas where conversion from septic tanks to central sewer has been completed, show encouraging and rewarding results with up to 77% decrease in fecal coliform and 57% decrease in enterococci bacteria in these areas. (US EPA 2012). Santa Rosa County has decided to target these septic systems for abatement on Santa Rosa Sound with the highest potential for contributing pollutants, due to the location of the 163 septic tanks directly on the sound and its rich sensitive seagrass meadows.

References

Gurpal S. Toor, Mary Lusk, and Tom Obreza. 2011. Onsite Sewage Treatment and Disposal Systems: An Overview. This document is SL347, one of a series of the Department of Soil and Water Sciences, UF/IFAS Extension. Original publication date June 2011. Reviewed April 2017.

Meeroff, D.E., F. Bloetscher, T. Bocca, and F. Morin. 2008. "Evaluation of Water Quality Impacts of On-site Treatment and Disposal Systems on Urban Coastal Waters." *Water Air Soil Pollution* 192:11–24.

Florida Department of Health (FDOH). 2011. "Basic Concepts in Wastewater Treatment." Accessed June 24, 2011. <http://www.doh.state.fl.us/environment/ostds/acceltraining/accelcertrain.html>.

Florida Department of Health (FDOH). 2015. Florida Onsite Sewage Nitrogen Reduction Strategies Study Final Report. Rick Scott Governor, John H. Armstrong, MD, FACS Surgeon General and Secretary of Health.

Northwest Florida Water Management District (NFWFMD). 2017. Pensacola Bay System Surface Water Improvement and Management (SWIM) Plan.

US EPA. 2011. A Homeowner's Guide to Septic Systems.
http://www.epa.gov/owm/septic/pubs/homeowner_guide_long.pdf

US EPA. 2012. Decentralized Wastewater Management Case Studies. Monroe County, Florida.
<http://water.epa.gov/infrastructure/septic>

3-4: Shoal River Headwaters Protection Program (HPP) - Phase I BSAIP WRF Effluent Disposal Expansion – Final Design and Permitting

The Shoal River Headwaters Protection Program (HPP) will be implemented in central Okaloosa County, in the area east of Crestview, and consists of four components that will improve and protect water quality in the headwaters of the Shoal River and its tributaries. This funding request is for design and permitting for the first component (Phase I), which will facilitate the expansion of centralized public sewer facilities near the Bob Sikes Airport and surrounding Industrial Park (BSAIP) to accommodate anticipated commercial and industrial growth in this area and residential development along US Hwy 90 from the outskirts of Crestview, FL to the Walton County line.

The scope of work for Phase I, the expansion of the effluent disposal facility at the Bob Sikes Airport Industrial Park Water Reclamation Facility (BSAIP WRF), will begin with the review of the previously designed plans for the expansion, completed over a decade ago. Upon professional review, any design updates necessary due to changed conditions or progress made in pertinent technologies incorporated in the original design will be incorporated into a revised final set of construction specifications and plans/drawings. Although the expansion as previously designed had been permitted through the Florida Department of Environmental Protection (FDEP), after completion of final specifications and drawings a determination will be made if any further permitting is required for the updated design. If so, additional permits will be acquired during the completion of Phase I. Scope also includes coordination with Okaloosa County Airports and obtaining any necessary Federal Aviation Administration (FAA) permits.

- Location (Where) - The expansion construction project that will result from the final designed and permitted documents to be completed in Phase I will surround the southern end of the existing runway at the Bob Sikes Airport and extend into County owned property due south of the runway and include minor expansion of the existing effluent disposal facility located southeast of the runway. A map of the existing facility and proposed expansion is included with this application submission. US Congressional District FL-01. HUC6 watershed: Florida Panhandle Coastal.
- Primary Eligible Activity (PEA) - Infrastructure projects benefiting the economy or ecological resources, including port infrastructure.
- Approach (How) – As discussed above, the previously designed plans for the Effluent Disposal Facility Expansion at the BSAIP will be “dusted off” and reviewed by both OCWS and Poly staff to determine if any changes need to be made to facilitate construction of the planned expansion. If required, the changes will be made and a revised, final, biddable set of contract documents, technical specification and drawings will be produced by Poly staff. If any new permit(s) beyond the existing FDEP Wastewater Facility permit is required, application will be made for said permit(s) upon completion of the final construction documents. The design will also be coordinated with Okaloosa County Airports and any required FAA permits obtained. When any new permits are received, the expansion project will be ready for construction as soon as funding is available.
- Supporting Information (Why) – The proposed project to be designed and permitted for wastewater improvements is consistent with the following natural resource management and restoration plans: Pensacola Bay System Surface Water Improvement (SWIM) Plan (NFWFMD, 2017) and the Yellow River Marsh Aquatic Preserve Management Plan (FDEP, 2017). Wastewater Treatment and Management Improvements is one of the 15 recommended project types in the Pensacola Bay SWIM Plan (NFWFMD, 2017). As noted above, the WRF Effluent Disposal Expansion portion has been previously designed and permitted based on the technologies, equipment and techniques that have been in use at the BSAIP WRF for effluent disposal for over a decade. The existing sub-surface effluent disposal bed facility was installed in the 2000s to replace an aging sprayfield disposal facility that was located on prime, developable property in the Air Park. The replacement disposal facility dispersed the treated effluent through specially designed piping with high tech emitters, below the ground surface, at the roots of the grass cover in areas of the Airport and Air Park where above ground construction is not permitted. In addition, the subsurface disposal removes the problems of bird attraction that is inherent to sprayfield applications and highly undesirable due to safety concerns in the vicinity of a runway. The expansion that will be finally designed and permitted (if necessary) in Phase I of the Shoal River HPP will also utilize this dependable, safe, state of the art

technology in other areas of the Airport and Air Park property that is unsuitable for above ground construction, preserving constructible areas for industrial and commercial expansion in the Air Park.

References

Northwest Florida Water Management District (NFWFMD), 2017. Pensacola Bay System Surface Water Improvement (SWIM) Plan.

Florida Department of Environmental Protection (FDEP), 2017. Yellow River Marsh Aquatic Preserve Management Plan.

13-1: NW Quadrant Force Main Project – Final Design and Permitting

This phase of project 13-1 in Florida's SEP is for final design and permitting of the NW Quadrant Sewer Force Main Project, to take off-line existing septic systems and private package plants that are known to be a significant source of water pollution in Crystal River/Kings Bay, and to retrofit the affected area with new central sewer collection and conveyance facilities. The objectives of the whole project are to: (1) eliminate legacy water pollution from old and failing septic systems; (2) improve local water quality in Crystal River/Kings Bay, with a focus on nutrient and bacterial load reductions; and (3) offset the use of potable water for irrigation with reclaimed water from the treated effluent.

Final design and permitting phase of the NW Quadrant Sewer Force Main Project, to take off-line existing septic systems and private package plants that are known to be a significant source of water pollution in Crystal River/Kings Bay, and to retrofit the affected area with new central sewer collection and conveyance facilities. The objectives of the project are to: (1) eliminate legacy water pollution from old and failing septic systems; (2) improve local water quality in Crystal River/Kings Bay, with a focus on nutrient and bacterial load reductions; and (3) offset the use of potable water for irrigation with reclaimed water from the treated effluent.

- Location (Where) - This project will ultimately involve the construction of a new 5.6-mile wastewater force main along U.S. Highway 19, from the Crystal River to Power Line Station Road. US Congressional District FL-11. HUC6 watershed: Tampa Bay.
- Primary Eligible Activity (PEA) - Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region
- Approach (How) – The construction phase of this project will involve the construction of a new 5.6-mile wastewater force main along U.S. Highway 19, from the Crystal River to Power Line Station Road, as well as associated lift stations and hook-ups. Installation of the force main will allow for the abandonment of existing septic systems and the decommissioning of two private wastewater treatment package plants. Wastewater flows resulting from this project will be treated at Citrus County's Meadowcrest regional wastewater treatment plant and then routed to a local golf course for beneficial reuse as irrigation supply. This project will generate approximately 2 million gallons per day of highly treated reclaimed water. The total number of septic systems to be taken off-line has not yet been fully assessed due to the need for the construction of additional lateral collectors. Construction of the force main is the first step in providing centralized sewer service for the entire northwest quadrant of Citrus County. Final Design and Permitting will be completed in the phase of the project associated with this application.
- Supporting Information (Why) - The FDEP has estimated that replacing septic systems with central sewer facilities in the springshed could reduce total nitrogen loads to the Crystal River/Kings Bay

springshed by approximately 87,791 pounds per year (FDEP, 2017). This is a very substantial pollutant load reduction to a nutrient-sensitive watershed. In recent decades, the Crystal River/Kings Bay system has been impacted by reduced water clarity, an altered submerged aquatic vegetation community, and elevated nutrients in the related spring systems. The Florida Department of Environmental Protection (FDEP) determined that nutrients contribute to the degraded condition of Kings Bay and some associated springs, and therefore set a total maximum daily load (TMDL) for nutrients, establishing a nutrient threshold to use as a restoration target (FDEP, 2014). The FDEP reported the following in their Crystal River/Kings Bay Basin Management Action Plan (BMAP):

“The Florida Aquifer and Springs Protection Act specifies that if, during the development of a BMAP for an outstanding Florida Spring (OFS), FDEP identifies on site treatment and disposal systems (OSTDS) as contributors of at least 20% of nonpoint source nitrogen pollution in a primary focus area (PFA) or if DEP determines remediation is necessary to achieve the total minimum daily limits (TMDLs), the BMAP shall include an OSTDS remediation plan. Based on the Crystal River/Kings Bay Nitrogen Source Inventory and Loading Tool (NSILT) results, septic systems contribute approximately 40% pollutant in the PFA.”

Removing septic system impacts has been identified as a priority water quality management action for the Crystal River/Kings Bay systems by the Southwest Florida Water Management District (SWFWMD, 2015). Water quality management plans for restoring impaired spring systems to a healthy condition focus on reducing anthropogenic nutrient inputs to those systems. With respect to nutrient inputs from septic systems, this is especially critical in areas underlain by karst features with a thin overburden. This project will decrease nutrient loads to the Crystal River and Kings Bay by removing impacts of existing septic systems and by preventing the installation of additional systems in areas with karst features and thin overburden.

References

FDEP, 2014. Basin Management Action Plans (BMAP): Springs Coast Basin; Rainbow Springs; Kings Bay and Crystal River.

FDEP, 2017. Projects to Restore Aripeka, Weeki Wachee, Kings Bay, Crystal and Rainbow Springs Receive Funding from the Fighting for Florida’s Future Budget. FDEP press release, August, 2017.

SWFWMD, 2015. Crystal River/Kings Bay Surface Water Improvement (SWIM) Plan: A Comprehensive Conservation and Management Plan. Version 9.209.

20-1: Charlotte Harbor Septic-to-Sewer Conversion Program – Final Design and Permitting

This phase of project 20-1 in Florida’s SEP is for final design and permitting of the Ackerman-Countryman portion of Charlotte County’s septic to sewer conversion program. Charlotte County’s Septic-to-Sewer program is a comprehensive improvement to water quality. It is a multi-year partnership designed to restore, improve, and protect the waters of Charlotte County, including Charlotte Harbor, the second-largest estuary in the State of Florida. Over a period of 20 years, Charlotte County’s Utilities will remove an estimated 27,000 on-site septic

systems (also known as on-site sewage treatment and disposal systems). The Ackerman-Countryman portion of the project will include engineering associated with septic to sewer conversion serving about 2,000 septic systems.

- Location (Where) - This project will ultimately involve the construction of expanded sewer access and removal of septic systems. This portion of the project is for preliminary and final design work and permitting for the Charlotte County Septic to Sewer Project for the Ackerman-Countryman area, zones 3 and 4. This area is about 295 acres of residential neighborhood to the southwest of Edgewater Drive and Midway Blvd. in Port Charlotte, FL. US Congressional District FL-17. HUC6 watershed: Peace River.
- Primary Eligible Activity (PEA) - Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region.
- Approach (How) – The project will ultimately reduce non-point pollution sources by installing the central sewer infrastructure needed to abandon septic systems and prevent the installation of new septic systems on vacant parcels in a densely developed area of Mid-Charlotte County. The initial project area is defined as Ackerman-Countryman in Charlotte County, Florida. This project is also known as Phase 2 of the Charlotte Harbor Water Quality Initiative. Ultimately, when constructed, this project will reduce nutrient and bacterial loads from old and failing septic systems throughout the Charlotte Harbor Watershed. Lower nutrient loads to the surface waters of upper Charlotte Harbor will result in decreased algal growth and less frequent algal blooms, and should lead to improved water clarity and light penetration through the water column. Consequently, more light would be available to seagrasses and thus seagrass coverage should increase over time. This program is also an on-going regional effort to improve and protect water quality in Charlotte Harbor and addresses goals and objectives that are consistent with components of other complementary natural resource management plans, including The Charlotte Harbor National Estuary Program and the Southwest Florida Water Management District.
- Supporting Information (Why) – This program will reduce nutrient and bacterial loads from old and failing septic systems throughout the Charlotte Harbor watershed. It is estimated that the Mid-County project alone would reduce total nitrogen loads by 92,000 pounds per year (JEA, 2017). Lower nutrient loads to the surface waters of upper Charlotte Harbor will result in decreased algal growth and less-frequent algal blooms, and should lead to improved water clarity and light penetration through the water column. Consequently, more light would be available to seagrasses, and thus seagrass coverage should increase over time. This program is also part of an ongoing regional partnership effort to improve and protect water quality in Charlotte Harbor and addresses goals and objectives that are consistent with components of other complementary natural resource management plans, including the Comprehensive Conservation and Management Plan (CHNEP, 2013) and the Charlotte Harbor SWIM Plan (SWFWMD, 2000). Numerous cities and counties along the Florida coast are experiencing eutrophication and HABs due to nutrient pollution. In 2012, the Florida Department of Environmental Protection (FDEP, 2015) adopted specific Numeric Nutrient Criteria (NNC) to protect the State’s estuaries and coastal areas from nutrient over-enrichment (Rule 62 302.532, Florida Administrative Code [FAC]). Similar coastal areas and estuaries including Tampa Bay, Sarasota Bay, the Florida Keys, and Martin County have already begun implementing sustainable practices to restore their natural water resources and meet NNCs with measurable improvement (Lapointe and Herren, 2016). Additionally, in Florida fill soils are often required for the septic systems to function to meet design parameters and used to increase the separation depth

to seasonal high groundwater. To help protect the groundwater, the State changed the septic system requirements in 1983, increasing the requirements from a 6-inch-minimum separation distance between the bottom of the septic tank drain field and seasonal highwater table to a 2-foot-minimum. The EPA recommends a minimum of 5-foot separation to seasonal high groundwater. Additionally, the distance from the septic system to surface waters was increased from a 25- to 50-foot setback to a 50- to 75-foot setback (FDOH, 2018). Various researchers have shown correlations between the human population and nitrogen loadings through the use of sewage tracers such as fecal bacteria, nitrogen isotopes, and sucralose concentrations (Lapointe and Herren, 2016; Green et al., 2015; Risk et al., 2009; Ursin and Roeder, 2008). Recent studies conducted by the Harbor Branch Oceanographic Institute at Florida Atlantic University (FAU) Marine Ecosystem Health Program have shown that the presence of fecal coliform and concentrations of chlorophyll-a in Charlotte Harbor have increased over the years. Another recent study undertaken by Western Michigan University is addressing ground water fluxes of septic introduced nitrogen to Charlotte Harbor to better understand, control and/or mitigate harmful algal blooms. This research's objectives will quantify shallow subsurface ground water velocities and flow paths, will characterize dispersive properties within the shallow subsurface aquifer and will provide estimates of travel times of septic effluent to nearby lakes and coastal waterways (Reeves and Buszka 2018).

References

Charlotte Harbor National Estuary Program (CHNEP). 2013. Comprehensive Conservation and Management Plan.

Florida Department of Environmental Protection (FDEP). 2015. Surface Water Quality Standards-Classes, Uses, Criteria. October 2016.

State of Florida Department of Health (FDOH). 2018. Chapter 64e-6, Florida Administrative Code Standards for Onsite Sewage Treatment And Disposal Systems

Lapointe, BE, and Herren, LW. 2016. Martin County Watershed to Reef Septic Study, Final Report. Prepared for Martin County Board of County Commissioners. March 4, 2016.

Risk, MJ; Lapointe, BE; Sherwood, OA; and Bedford, BJ. 2009. The use of $\delta^{15}N$ in assessing sewage stress on coral reefs. In Marine Pollution Bulletin. April 2009.

Southwest Florida Water Management District (SWFWMD), 2000. Charlotte Harbor Surface Water Improvement and Management (SWIM) Plan.

Ursin, E.L. and Roeder, E. 2008. An assessment of nitrogen contribution from onsite wastewater treatment systems (OWTS) in the Wekiva study area of central Florida. In National Onsite Wastewater Recycling Association (NOWRA) Nitrogen Symposium. Florida Department of Health, Tallahassee.

Reeves and Buszka. 2018. Western Michigan University Research – Shallow subsurface ground water velocities and flow paths.

Risks and Uncertainties

This section describes risks and uncertainties collectively for the 4 projects included in this combined project. Engineering and design work is required to be completed in order for this project to proceed. Any problems with subrecipient or contractor performance will be adaptively managed to ensure quality design plans are produced.

During the design work in each of the four counties, short-term risks and long-term risks (for example: increased population, sea level rise, others) will be qualitatively and/or quantitatively evaluated to ensure that design plans are responsive to any realistic environmental or demographic changes. In the subdivisions in project 2-1 and 20-1 where existing, near-coastal housing is being planned for conversion from septic systems to centralized wastewater, there is negligible risk related to enabling increased development or impervious surface increases. These areas are largely built-out, meaning the septic to sewer conversions would not allow for additional density. In the areas of project 3-4 and 13-1, the potential impacts related to increased impervious surface and increased population will be considered.

Leveraged funds

There is no co-funding for any of the 4 engineering/design projects included in this combined project. During construction of these wastewater treatment improvement works, which will be funded in subsequent projects, funds will be leveraged from other sources. In Citrus County, about \$3M of leveraged funds will contribute to construction phases of the project; this is expected to come from FDEP. Also, FDEP is funding the preliminary design and final design plans for project 13-1 (Citrus) within this larger wastewater improvement project. In Charlotte County, during the construction portion of the project, leveraged funds are expected from the County's Utility funds (estimated \$71M) and an EPA 319 grant (estimated \$6M).

Metrics

Two metrics have been selected to quantify project performance for this combined project that includes engineering and design and permitting efforts for wastewater treatment improvement projects in Santa Rosa, Okaloosa, Citrus, and Charlotte Counties. These metrics are:

- PRM011: Number of Engineering and Design Plans Developed (success criteria: 4 plan sets; 1 for each County)
- PRM013: Number of Compliance Documents Produced (success criteria: TBD)

Environmental Compliance

- This is a planning project, and during this design phase, all necessary Environmental Compliance documentation will be developed. The completed Environmental Compliance checklist has been attached.

ATTACHMENT C

BUDGET NARRATIVE

BUDGET NARRATIVE

1.0 SUMMARY AND JUSTIFICATION

The costs for engineering and design work in Santa Rosa, Okaloosa, Citrus, and Charlotte Counties are described in the following sections.

Procurements will be in accordance with Florida Consultants' Competitive Negotiation Act (CCNA) (F.S. 287.055) as well as 2 CFR 200.320. The Gulf Consortium and its subrecipient counties will ensure that procurements are open and competitive.

Santa Rosa County

The scope of work includes design and permitting for a septic to sewer conversion along Soundside Drive in Santa Rosa County, with an expected subrecipient cost of \$415,000. The full budget for this project will be included in a subrecipient agreement from Santa Rosa County to the City of Gulf Breeze and will be solely used for contractual services with an engineering firm for design of the Soundside Drive septic to sewer project.

Okaloosa County

Okaloosa County is requesting a total grant amount of \$100,000 for Phase I of the Shoal River Headwaters Protection Program (HPP) – Phase I, which consists entirely of updating and refreshing the final contract documents, technical specifications, construction drawings and acquiring any new permits. This project was previously designed and permitted BSAIP WRF Effluent Disposal Expansion project (over a decade ago). The amount effort expected to complete the Work described above has been evaluated by Okaloosa County Water and Sewer (OCWS) staff, and they have concluded based on their current contract with Poly, Inc. (their contracted consultant) and the approved fee schedule, \$100,000 is reasonable estimate for the cost to complete the documents as required for the project. Okaloosa County Water and Sewer (OCWS) has a current contract (that was competitively procured) with Poly, Inc. for a broad spectrum of consulting engineering services and Poly has staff available who designed and permitted the original project to review and update the Phase I project documents.

Citrus County

Based on current, typical costs for Design and Permitting services we estimate the total costs for the completion of 60% and 90% design plans for the Citrus County portion of this project to be \$285,000. This is for design work for septic to sewer conversion for the NW Quadrant Sewer Force Main Project for the 5.6 mile extension along U.S. Highway 19. This builds on other work funded by a grant from the Florida Department of Environmental Protection which will pay for preliminary design and final design plans. A competitive procurement will be done to hire a consulting engineers to complete this design work.

Charlotte County

The overall requested amount is \$275,000 for a preliminary design report, 60% plans, final design plans, and permitting. This total includes allowable costs for the Design of the Charlotte Harbor Septic-to-Sewer Conversion Program's initial project known as Ackerman-Countryman. The design and permitting efforts associated with this project cover zones 3 and 4 of the Ackerman-Countryman area. Giffels-Webster Engineers, Inc. has been competitively procured to provide engineering services for this project. The selection process was

conducted in accordance with Charlotte County’s Procurement Policy, which incorporates state and federal procurement standards and requirements. The Charlotte County Utilities Department will be applying for additional public financing for the construction phase soon. In addition, proposals for two Legislative Appropriations to assist with the construction phase have been submitted.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$1,150,464
<i>Total Pre-Award Funds Requested</i>	<i>\$26,400</i>
<i>Total Direct Costs Requested</i>	<i>\$1,150,464</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$0</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

2.0 PRE-AWARD COSTS (applicable to grant applications only)

Pre-award costs have been authorized to allow for some of the estimated contractual costs for preparation of grant applications (The Balmoral Group; contracted by the Gulf Consortium for management services) and for development of draft subrecipient agreements (Nabors Giblin & Nickerson; contracted by the Gulf Consortium for legal services). The estimated time for grant application development and subrecipient agreement efforts are 30 hours for each project (4 projects in this group) for The Balmoral Group (\$20,400) and 6 hours for each project (4 projects in this group) for Nabors Giblin & Nickerson (\$6,000).

TOTAL PRE-AWARD FUNDS REQUESTED	\$26,400
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3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 PERSONNEL

This project includes only contractual personnel.

3.2 FRINGE BENEFITS

NA

3.3 TRAVEL

NA

3.4 CONSTRUCTION and LAND ACQUISITION

NA

3.5 EQUIPMENT

NA

3.6 SUPPLIES

NA

3.7 OTHER DIRECT COSTS

NA

3.8 SUBRECIPIENTS

1. *Name of Subrecipients*—Santa Rosa County, Okaloosa County, Citrus County, and Charlotte County
2. *Method of Selection*—The Gulf Consortium established each of Florida’s 23 Gulf Coast counties as SEP project subrecipients; this includes Santa Rosa, Okaloosa, Citrus, and Charlotte Counties, as reflected in the SEP.
3. *Period of Performance*—6/3/2019 to 10/31/2020.
4. *Scope of Work*—see table below
5. *Method of Accountability*—The Gulf Consortium management and Board of Directors will be responsible for monitoring subrecipient performance to ensure technical and financial accountability. Twice-annual performance and financial reports will be required for subrecipients to deliver to Gulf Consortium management.
6. *Itemized Budget and Justification*—

Santa Rosa County

The scope of work includes design and permitting for a septic to sewer conversion along Soundside Drive in Santa Rosa County, with an expected subrecipient cost of \$415,000. This amount is estimated be reasonable based on the size of project area. The full budget for this project will be included in a subrecipient agreement from Santa Rosa County to the City of Gulf Breeze and will be solely used for contractual services with an engineering firm for design of the Soundside Drive septic to sewer project.

Okaloosa County

The scope of work consists entirely of updating and refreshing the final contract documents, technical specifications, construction drawings and acquiring any new permits. This BSAIP WRF Effluent Disposal Expansion project was previously designed and permitted (over a decade ago). Okaloosa County has estimated the costs for these efforts to be \$100,000 for Phase I of the Shoal River Headwaters Protection Program (HPP). The amount effort expected to complete the Work described above has been evaluated by Okaloosa County Water and Sewer (OCWS) staff, and they have concluded based on their current contract with Poly, Inc. (their contracted consultant) and the approved fee schedule, that \$100,000 is a reasonable estimate for the cost to complete the documents as required for the project.

Citrus County

The scope of work includes the completion of 60% and 90% design plans for septic to sewer conversion for the NW Quadrant Sewer Force Main Project for the 5.6 mile extension along U.S. Highway 19. Based on current, typical costs for Design and Permitting services, the total costs for the completion of 60% and 90% design plans was estimated to be \$285,000. Citrus County will competitively procure an engineering firm to complete the design work. This project builds on other work funding by Florida’s DEP which will fund preliminary design and final design plans.

Charlotte County

The overall requested amount is \$275,000 for a preliminary design report, 60% plans, final design plans, and permitting. This total includes allowable costs for the Design of the Charlotte Harbor Septic-to-Sewer Conversion Program’s initial project known as Ackerman-Countryman. Charlotte County has procured a design firm, Giffels-Webster Engineers, Inc. to complete the scope of this project. The selection process was conducted in accordance with Charlotte County’s Procurement Policy which incorporates state and federal procurement standards and requirements.

The table below briefly summarizes the scope of work for each of the 4 subrecipient counties.

7. NICRA—NA

Organization	Description	Amount	Pre-Award Costs?
Santa Rosa County	<i>Complete Engineering and Design and Permitting for Soundside Dr. septic to sewer</i>	\$415,000	<input type="checkbox"/>
Okaloosa County	<i>Contract documents, technical specifications and construction drawings as well as any additional permit(s) possibly required for the BSAIP WRF project</i>	\$100,000	<input type="checkbox"/>
Citrus County	<i>Engineering and Design for the NW Quadrant Septic to Sewer project; 60% and 90% design plans</i>	\$285,000	<input type="checkbox"/>
Charlotte County	<i>Project Design - Preliminary Design Report, 60% and final design plans and permitting</i>	\$275,000	<input type="checkbox"/>

TOTAL SUBRECIPIENT(S): \$1,075,000

3.9 CONTRACTORS/CONSULTANTS

1. *Name of Contractor*—The Balmoral Group and Nabors Giblin & Nickerson will be the contractors providing management and legal services on this project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services.
2. *Method of Selection*— The Balmoral Group and Nabors Giblin & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium. An inter-local agreement with Leon County and The Gulf Consortium was developed in order to Leon County to serve as fiscal agent.
3. *Period of Performance*—specify the beginning and ending dates of the contract.
4. *Scope of Work*—the scope of work for The Balmoral Group includes: grant application preparation and submission, grant management and subrecipient monitoring, and all post-award reporting. Nabors Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establish of subrecipient agreements. Leon County Clerk will provide fiscal agent services to disburse funds and provide an additional level of financial accountability.
5. *Method of Accountability*—The Gulf Consortium board of directors will be responsible for monitoring consultants. At Consortium board meetings, about 5 times per year, the board reviews expenses and accomplishments of Consortium consultants.
6. *Itemized Budget and Justification*—The following table summarizes the estimated costs for grant management services (The Balmoral Group; 236 hours), legal services (Nabors Giblin & Nickerson, 140 hours total), and fiscal agent services (3 basis points of total transactions). Note: only a portion of the total contractual costs for The Balmoral Group and Nabors Giblin & Nickerson are for pre-award efforts for grant application development: 30 hours for The Balmoral Group (\$5,100) and 6 hours for Nabors Giblin & Nickerson (\$1,500). The grant management effort was estimated based on The Balmoral Group’s time spent on other similar projects, including management of the Stand-up State Expenditure Plan project funded by RESTORE Council. The legal effort was estimated by Nabors Giblin & Nickerson based on their efforts for other legal review and development of agreements.
7. NICRA—NA

Table 2. Gulf Consortium Contractual Costs

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	Grant management, oversight, reporting	\$170/hr	236 hours (144 hr/yr)	\$40,120	<input checked="" type="checkbox"/>
Nabors Giblin & Nickerson	Subrecipient agreements and legal services	\$250/hr	140 hours (77 hr/yr)	\$35,000	<input checked="" type="checkbox"/>
Leon County Clerk	Fiscal agent services	3 basis points	% of total disbursements	\$345	<input type="checkbox"/>
					<input type="checkbox"/>

TOTAL CONTRACTUAL: \$75,464

TOTAL OF DIRECT COSTS	\$1,150,464
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4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS
NA

TOTAL OF ALLOWABLE INDIRECT COSTS	\$0
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5.0 PROGRAM INCOME

No program income is expected in the design phases of these wastewater improvement projects. During the implementation/construction phases of these projects, The Gulf Consortium will ensure any income received by sub-recipients is accounted for and is spent on project implementation or monitoring.

INCOME ANTICIPATED	\$0
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BUDGET SUMMARY

	Amount
Personnel	\$0.00
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Travel	\$0.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Supplies	\$0.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$1,150,464.00
Subrecipient	\$1,075,000.00
Santa Rosa County	\$415,000.00
Okaloosa County	\$100,000.00
Citrus County	\$285,000.00
Charlotte County	\$275,000.00
Contractor	\$75,464.00
The Balmoral Group	\$40,120.00
Nabors Giblin & Nickerson	\$35,000.00
Leon County Clerk	\$344.00
Total Direct Costs	\$1,150,464.00
Indirect Charges	\$0.00
Indirect Charges	\$0.00
Total Indirect Costs	\$0.00
Total GCERC Costs	\$1,150,464.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$1,150,464.00
Income	\$0.00
Project (program) income	\$0.00

CASH DRAWDOWN PROJECTION

From:	To:	Cash Projection:	Running Total:
10/11/2019	03/31/2020	\$299,427.00	\$299,427.000
04/01/2020	09/30/2020	\$624,427.00	\$923,854.000
10/01/2020	03/31/2021	\$220,805.00	\$1,144,659.000
04/01/2021	06/30/2021	\$5,805.00	\$1,150,464.000

Projection Sum:	\$1,150,464.00
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Cash drawdown projections will be updated with each semi-annual financial report.

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project management and oversight	Project Oversight and Grants Management	Gulf Consortium Management will prepare grant applications, provide project oversight, QA/QC, provide financial and performance reports. Gulf Consortium legal counsel will develop subrecipient agreements, review procurements and contracts and provide other legal services as needed.	10/11/2019	06/30/2021	\$75,464.00	Yes
Santa Rosa - procurement	Planning	Qualified consultant will be competitively procured for design services	10/11/2019	11/11/2019	\$0.00	No
Santa Rosa - E&D	Engineering and Design	Final design documents completed. Final design drawings and permits will be obtained and provided as deliverables.	11/12/2019	06/30/2021	\$415,000.00	Yes
Okaloosa - E&D	Engineering and Design	Review existing final design and update to complete final bidding documents and any new required permit application(s). Final design drawings and permits will be obtained and provided as deliverables.	10/11/2019	06/30/2020	\$100,000.00	Yes
Citrus - procurement	Planning	Qualified consultant will be competitively procured for design services	10/11/2019	11/11/2019	\$0.00	No
Citrus - E&D	Engineering and Design	Consultant will complete 60% and 90% engineering design, design drawings and specified permit applications. Design drawings and permits will be obtained and provided as deliverables.	11/12/2019	08/29/2020	\$285,000.00	Yes
Charlotte - E&D	Engineering and Design	Preliminary Design report for zones 3 and 4: Ackerman-Countryman Septic-to-Sewer Project	10/11/2019	02/28/2020	\$75,000.00	Yes
Charlotte - E&D	Engineering and Design	60% plans zones 3 and 4: Ackerman-Countryman Septic-to-Sewer Project.	03/01/2020	05/31/2020	\$100,000.00	Yes
Charlotte - E&D	Engineering and Design	Final design plan zones 3 and 4: Ackerman-Countryman Septic-to-Sewer Project, including any necessary permitting. Final design drawings and permits will be obtained and provided as deliverables.	06/01/2020	10/31/2020	\$100,000.00	Yes

ATTACHMENT D

**METRICS
OBSERVATIONAL DATA PLAN**

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM011 - Restoration planning/design/permitting - # E&D plans developed

Baseline	0.00
Current	0.00
Completion	4.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM013 - Restoration planning/design/permitting - # environmental compliance documents completed

Baseline	0.00
Current	0.00
Completion	4.00

Notes:	
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Project Information

Project name:

Wastewater Improvement – Combined Project 1 (2-1 Santa Rosa, 3-4 Okaloosa, 13-1 Citrus, 20-1 Charlotte)

Agency:

The Gulf Consortium

Project phase (planning/implementation):

Planning

Project phase(s) to which this ODP pertains:

Planning

Project ODP point(s) of contact:

Dan Dourte, (407) 629-2185, ddourte@balmoralgroup.us

Expected observational data collection start and end dates:

Santa Rosa County – 10/11/2019 – 6/30/2021

Okaloosa County – 10/11/2019 – 9/30/2020

Citrus County – 10/11/2019 – 8/29/2020

Charlotte County – 10/11/2019 – 10/31/2020

Short description of the project location:

Santa Rosa County

Soundside Drive just east of the City of Gulf Breeze and along the Santa Rosa Sound

Okaloosa County

Bob Sikes Airport Industrial Park Water Reclamation Facility (BSAIP WRF) and County property in Okaloosa County

Citrus County

NW Quadrant Sewer Force Main

Charlotte County

Ackerman – Countryman neighborhood

See Project Narratives for Santa Rosa, Okaloosa, Citrus, and Charlotte Counties for further location details.

Short description of the overall project construction features:

There will be no construction during this phase of the project.

Overall project goals and objectives:

Engineering, Design and Permitting of the Wastewater Improvement Project Bundle #1, including project areas in Santa Rosa, Okaloosa, Citrus, and Charlotte Counties. Ultimately, these design plans will be used in construction of septic to sewer and wastewater treatment capacity improvements to reduce nutrient loads in coastal watersheds. This bundle includes:

Santa Rosa Co.

Project 2-1; Soundside Drive Septic to Sewer Conversion, Phase I

Okaloosa Co.

Project 3-4: Shoal River Headwaters Protection Program (HPP) - Phase I (Bob Sikes Airport Industrial Park Water Reclamation Facility (BSAIP WRF) Effluent Disposal Expansion)

Citrus Co.

Project 13-1: NW Quadrant Sewer Force Main Project

Charlotte Co.

Project 20-1: Charlotte Harbor Septic-to-Sewer Conversion Program

Specific goals and objectives:

Complete design plans and permits.

Identification of Metrics, Associated Measures, and Success Criteria for Each

Metrics to be reported to RAAMS:

1. Number of Engineering and Design Plans Developed (PRM011)
2. Number of Environmental Compliance Documents Produced (PRM013)

Success criteria for Metric 1 (Number of Engineering and Design Plans Developed):

The consultant's scope of service will include Engineering, Design and Permitting deliverables that will be completed for the projects listed above for Santa Rosa, Okaloosa, Citrus, and Charlotte County. Expected deliverables: 4 E&D plan sets; 1 for each of the portions of this project in Santa Rosa, Okaloosa, Citrus, and Charlotte.

Measure I: Number of Engineering and Design deliverables completed

Success criteria:

- a. 4 sets of E&D plans; 1 for each of the portions of this project in Santa Rosa, Okaloosa, Citrus, and Charlotte. All deliverables included in the scope of service completed.

Success criteria for Metric 2 (Number of Environmental Compliance Documents Produced :

TBD. All necessary environmental compliance permits are completed for the portions of projects in Santa Rosa, Okaloosa, Citrus and Charlotte (i.e., 4 sets). Information will be updated when the number required is known for each site.

Measure II: Number of Environmental Compliance Documents Produced

Success criteria:

- a. TBD. All necessary environmental compliance permits are completed for the portions of projects in Santa Rosa, Okaloosa, Citrus, and Charlotte (i.e., 4 sets). Information will be updated when the number required is known for each site.

Identification and Discussion of the Reference Sites/Conditions

Once the Final Design and Permitting phase of the projects have been completed the ODP will be updated to identify reference sites/conditions for each project.

Baseline Condition Sampling/Data Mining Plans

Baseline plan for Metric 1 (Number of Engineering and Design Plans Developed):

Measure 1. Number of Engineering and Design deliverables completed

N/A. Information will be updated if baseline sampling is conducted as part of E&D for each project.

Baseline plan for Metric 2 (Number of Environmental Compliance Documents Produced :

Measure 1. Number of Environmental Compliance Documents Produced

N/A. Information will be updated if baseline sampling is conducted as part of permitting for each project.

Potential Corrective Actions

Corrective actions for Metric 1 (Number of Engineering and Design Plans Developed):

Measure 1. Number of Engineering and Design deliverables completed

N/A Final Design must be completed to meet success criteria

Corrective actions for Metric 2 (Number of Environmental Compliance Documents Produced :

Measure 1. Number of Environmental Compliance Documents Produced

N/A. Permitting must be completed to meet success criteria

Observational Data Collection

Plan for Metric 1 (Number of Engineering and Design Plans Developed):

Measure 1. Number of Engineering and Design deliverables completed

Purpose:

The information obtained from these deliverables will be needed for construction.

Methods:

Santa Rosa, Okaloosa, Citrus, and Charlotte County consultants will provide all required deliverables to County personnel. These counties, as subrecipients to the Gulf Consortium, will submit pdf plan documents to the Gulf Consortium online grant management system.

Schedule/Timing and Frequency:

Will be completed by the following dates: 6/30/2021 (Santa Rosa County), 9/30/2020 (Okaloosa County), 8/29/2020 (Citrus County) and 10/31/2020 (Charlotte County). All engineering and design efforts will begin promptly upon award.

Sample Size:

N/A, project deliverables

Site Locations:

Proposed project areas

Quality Assurance and Quality Control:

All contractual service providers for engineering and design efforts will incorporate comments and corrections provided by the counties and/or The Gulf Consortium. The final deliverables are reviewed by the Engineering and Design Contractor’s QA/QC representative prior to submittal.

Plan for Metric 2 (Number of Environmental Compliance Documents Produced) :

Measure II. Number of Environmental Compliance Documents Produced

Purpose:

To obtain all permitting needed for construction.

Methods:

Santa Rosa, Okaloosa, and Citrus consultants will provide all required deliverables to County personnel. These counties, as subrecipients to the Gulf Consortium, will submit pdf permits to the Gulf Consortium online grant management system.

Schedule/Timing and Frequency:

Will be completed by the following dates: 6/30/2021 (Santa Rosa County), 9/30/2020 (Okaloosa County), 8/29/2020 (Citrus County) and 10/31/2020 (Charlotte County). All permitting and environmental compliance efforts will begin promptly upon award.

Sample Size:

N/A, project deliverables

Site Locations:

Proposed project areas

Quality Assurance and Quality Control:

All contractual service providers for environmental compliance efforts will incorporate comments and corrections provided by the counties and/or The Gulf Consortium. The final environmental compliance deliverables are reviewed by the subrecipients and by The Gulf Consortium management prior to submittal. Any corrections or additional information needed to demonstrate environmental compliance will be requested by The Gulf Consortium and provided by the subrecipients (counties) or their contractors.

Anticipated Statistical Analysis

Analysis for Metric 1 (Number of Engineering and Design Plans Developed):

Measure I. Number of Engineering, Design and Permitting deliverables completed

N/A. The information obtained will be used during the construction phase of the projects and will be included in an updated ODP.

Analysis for Metric 2 (Number of Environmental Compliance Documents Produced):

Measure II. Number of Environmental Compliance Documents Produced

N/A

Unforeseen Event Contingency

Contingency plans for Metric 1 (Number of Engineering and Design Plans Developed):

Measure I. Number of Engineering, Design and Permitting deliverables completed

N/A for Final Design and Permitting phase.

Contingency plans for Metric 2 (Number of Environmental Compliance Documents Produced):

Measure II. Number of Environmental Compliance Documents Produced

N/A for Final Design and Permitting phase.

Consistency with Local or Regional Planning/Monitoring Efforts

Santa Rosa County; septic to sewer system conversion for water quality improvement is supported by the following:

- FLDOH 2015. Florida Onsite Sewage Nitrogen Reduction Strategies Study Final Report. Rick Scott Governor, John H. Armstrong, MD, FACS Surgeon General and Secretary of Health.
- Northwest Florida Water Management District (NFWFMD), 2017. Pensacola Bay System Surface Water Improvement and Management (SWIM) Plan.

Okaloosa County; water quality research and recommendations supporting wastewater treatment improvements are in the following:

- Northwest Florida Water Management District (NFWFMD), 2017. Pensacola Bay System Surface Water Improvement (SWIM) Plan.
- Florida Department of Environmental Protection (FDEP), 2017. Yellow River Marsh Aquatic Preserve Management Plan.

Citrus County; water quality issues related to nutrients in the Crystal River/Kings Bay and associated springs are described in the following reports (and references cited therein):

- FDEP, 2014. Nutrient TMDL for Kings Bay (water body identifier [WBID] 1341), Hunter Spring (WBID 1341C), House Spring (WBID 1341D), Idiot's Delight Spring (WBID 1341F), Tarpon Spring (WBID 1341G), and Black Spring (WBID 1341H).
- FDEP, 2014. Basin Management Action Plans (BMAP): Springs Coast Basin; Rainbow Springs; Kings Bay and Crystal River.
- FDEP, 2017. Projects to Restore Aripeka, Weeki Wachee, Kings Bay, Crystal and Rainbow Springs Receive Funding from the Fighting for Florida's Future Budget. FDEP press release, August, 2017.
- SWFWMD, 2015. Crystal River/Kings Bay Surface Water Improvement (SWIM) Plan: A Comprehensive Conservation and Management Plan. Version 9.209.

Charlotte County; improvements to water quality and coastal health associated with septic to sewer conversions are supported by the following:

- Charlotte Harbor National Estuary Program (CHNEP), 2013. Comprehensive Conservation and Management Plan.
- Southwest Florida Water Management District (SWFWMD), 2000. Charlotte Harbor Surface Water Improvement and Management (SWIM) Plan.

Observational Data Collection and Reporting Budget

Estimated total budget for observational data collection:

\$0; no additional costs for data collection have been estimated, and all costs associated with engineering and design and environmental compliance efforts include the funds needed to develop the plans and environmental compliance documentation.

Estimated total budget for observational data reporting:

\$0

Metric 1: Number of Engineering and Design Plans Developed

Measure I. Number of Engineering, Design and Permitting deliverables completed

- \$0

Metric 2: Number of Environmental Compliance Documents Produced

Measure II. Number of Environmental Compliance Documents Produced

- \$0

Estimated budget for contingency monitoring:

\$0

Location of observational data costs in Overall Project Budget, Budget Narrative or Milestones:

Observational data collection costs:

N/A

Observational data reporting costs:

N/A

Contingency monitoring:

N/A

Data Review and Reporting

Santa Rosa, Okaloosa, Citrus, and Charlotte County will send a copy of all interim and final design drawings (if applicable) and permits and other environmental compliance documentation to The Gulf Consortium.

Literature Cited

See literature cited listed under the Consistency with Regional Planning Efforts.

Project Information

Project name:

Wastewater Improvement – Combined Project 1 (2-1 Santa Rosa, 3-4 Okaloosa, 13-1 Citrus, 20-1 Charlotte)

Agency:

The Gulf Consortium

Project phase(s) to which this DMP pertains:

Planning

Data Steward(s):

The Gulf Consortium: Dan Dourte, (407) 629-2185, ddourte@balmoralgroup.us

Santa Rosa County: Shelley Alexander, Environmental Programs Coordinator, (850) 981-2018, shelleya@santarosa.fl.gov

Okaloosa County: Mark Wise PE, (850) 651-7502, mwise@myokaloosa.com

Citrus County: Christina Malmberg, (352) 527-7616, Christina.Malmberg@citrusbocc.com

Charlotte County: Craig Rudy, Director of Utilities, Craig.rudy@charlottecountyfl.gov

Expected data collection start date:

10/11/2019

Expected data collection end date:

6/30/2021

Brief project description:

This project is a combined project that includes engineering and design and environmental compliance efforts for 4 projects in Florida's SEP:

- 2-1 Soundside Drive Septic to Sewer Conversion, Phase I (Santa Rosa County)
- 3-4 Shoal River Headwaters Protection Program (HPP) - Phase I (Bob Sikes Airport Industrial Park Water Reclamation Facility (BSAIP WRF) Effluent Disposal Expansion) (Okaloosa County)
- 13-1 NW Quadrant Sewer Force Main Project (Citrus County)
- 20-1 Charlotte Harbor Septic-to-Sewer Conversion Program (Charlotte County).

Santa Rosa County will complete a project to design and permit septic to sewer conversions near Soundside Dr. in Gulf Breeze, FL.

Okaloosa County efforts include design and permitting for a portion of the Shoal River Headwaters Protection Program. This phase is for the expansion of centralized public sewer facilities near the Airport and surrounding Industrial Air Park to accommodate anticipated commercial and industrial growth in this area and residential development.

Citrus County will design and permit a sanitary sewer force main extension routed along U.S. Highway 19 to route collected wastewater to the Meadowcrest Wastewater Treatment Facility.

Charlotte County Utilities Department will complete final design and permitting of the septic to sewer conversion for the Ackerman-Countryman neighborhood in Charlotte County, Florida. This project is also known as Phase 2 of the Charlotte Harbor Water Quality Initiative.

Project location:

Four locations are included in the project for wastewater improvements in Santa Rosa, Okaloosa, Citrus, and Charlotte Counties.

Santa Rosa County: The Soundside Dr. Septic to Sewer design project will be located north of Soundside Dr. in Gulf Breeze, FL. Project coordinates are latitude 30.392555, longitude -87.025001.

Okaloosa County: The effluent expansion engineering project will be located at the Water Reclamation Facility at Bob Sikes Airport and Industrial Park. Project coordinates are latitude 30.765958, longitude -86.518765.

Citrus County: The force main will be located along U.S. Highway 19 in the northwest quadrant of Citrus County. Project coordinates are latitude 28.938486, longitude -82.61948728.

Charlotte County: This project is for design of septic to sewer conversion in the Ackerman-Countryman Neighborhood zones 3 and 4, which is southwest of the intersection of Edgewater Dr. and Midway Blvd. Project coordinates are latitude 26.968419, longitude -82.144696.

General description of data collection activities (methods, sampling frequency, etc.):

Interim and final design plans will be collected by the Gulf Consortium as the contractors for subrecipients complete their scopes.

Estimated budget for data management:

TBD

Location of costs in the Overall Project Budget, Budget Narrative, and/or Milestones:

TBD

Data Management Capabilities

Do you have in-house data management and metadata capacity? (Yes/No):

Yes

If yes, describe how this project's data and metadata will be:

- 1) **Stored**
Data is stored on Gulf Consortium local servers and in Gulf Consortium's cloud-based grant management system.
- 2) **Archived**
Replicated data is backed up to tape drives.
- 3) **Made available to others (including delivery to the Council)**
Yes, engineering plans and environmental compliance documents will be provided to RESTORE Council electronically through Council's grant management system and/or by e-mail.

- 4) Protected from exposure, if sensitive in nature
Yes, all sensitive information will be protected in accordance with The Gulf Consortium's Communication Policy.

If no, describe how you will ensure items 1-3 above are accomplished:

N/A

Will project data/metadata use digital object identifiers (DOIs)?:

No

Observational Data Types

Data type 1:

PDFs of construction plans and interim design plans.

GIS representation:

Shapefile or gdb of plans or project boundaries

Projection:

TBD

Horizontal and vertical datum:

TBD

GIS POC:

Gulf Consortium c/o Dan Dourte (407) 629-2185 ext. 113 ddourte@balmoralgroup.us

Frequency of collection:

Dependent on sub-recipient and contractors deliverables.

Duration of collection:

Life of project

Data storage format:

TBD

Units:

TBD

Data type 2:

PDFs of permits and other documents that demonstrate Environmental Compliance.

GIS representation:

Permits or other Environmental Compliance documents can be associated with existing project boundaries in shapefiles.

Projection:

TBD

Horizontal and vertical datum:

TBD

GIS POC:

Gulf Consortium c/o Dan Dourte (407) 629-2185 ext. 113 ddourte@balmoralgroup.us

Frequency of collection:

Dependent on sub-recipient and contractors deliverables.

Duration of collection:

Life of project

Data storage format:

TBD

Units:

TBD