

Wednesday, August 13, 2025, 5:30 p.m.

GRU Administration Building

301 SE 4th Avenue

Gainesville, FL 32601

Directors

Chair Eric Lawson

Vice-Chair David Haslam

Director Jack Jacobs

Director Robert Skinner

If you have a disability and need accommodation in order to participate in this meeting, please call (352) 334-5051 at least two business days in advance. TTY (Text Telephone Telecommunication Device) users please call 711 (Florida Relay Service). For Speech to Speech (STS) relay, please call 1-877-955-5334. For STS Spanish relay, please call 1-877-955-8773. For STS French Creole relay, please call 1-877-955-8707.

A. CALL TO ORDER

Agenda Statement: The Gainesville Regional Utilities Authority encourages civil public speech. The Gainesville Regional Utilities Authority expects each person entering this chamber to treat others with respect and courtesy. Speakers are expected to focus on agenda items under discussion. Signs, props, posters, food, and drinks should be left outside the auditorium.

B. ROLL CALL

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ADOPTION OF THE AGENDA

Includes Consent and Regular Agenda Items

F. APPROVAL OF MINUTES

Approval of the Minutes from the July 9, 2025 GRUA Meeting (B)

G. CHAIR COMMENTS

H. GENERAL PUBLIC COMMENT

(for items not on the agenda, not to exceed 30 minutes total)

I. DIRECTOR COMMENTS

J. CONSENT AGENDA

1. **2025-628 State of the Utility, Monthly Update June 2025 (B)**

Department: Gainesville Regional Utilities/Office of the Chief Operating Officer

Description: GRU will be providing a monthly update to Authority members to ensure they are aware of the important projects and relevant utility measurements and benchmarks. This report provides information from June 2025.

Fiscal Note: None

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2. **2025-629 Budget to Actual Comparison June 30, 2025 (B)**

Department: Gainesville Regional Utilities/Office of the Chief Executive Officer

Description: this is an information item related to a summary of June 30, 2025 budget to actual results.

Fiscal Note: None

3. **2025-630 August 2025 Accelerated Debt Reduction Transaction (B)**

Department: Gainesville Regional Utilities/Budget, Finance & Accounting

Description: In continuance of the Debt Reduction program, GRU is scheduled to execute an accelerated debt reduction transaction on August 30. This transaction will decrease \$18.2M in 2017 Series A Bonds and redeem \$8.2M in 2014 Series A Bonds. This is an information item requiring no action by the Authority.

Fiscal Note: No fiscal impact.

K. **CEO COMMENTS**

L. **ATTORNEY COMMENTS**

M. **BUSINESS DISCUSSION ITEMS**

1. **2025-631 Coverage Metrics (B)**

Department: Gainesville Regional Utilities/Budget, Finance & Accounting

Description: At the direction of the Chair, staff is bringing forward each quarter a different set of financial evaluation metrics for explanation and discussion. This is an information item related to Coverage Metrics.

Fiscal Note: No fiscal impact.

Recommendation: The Authority hear a presentation from staff.

2. **2025-632 GRU Review July, 2025 (B)**

Department: Gainesville Regional Utilities/Office of the Chief Executive Officer

Description: An update to the Board on the significant and most meaningful events since the last board meeting. The GRU review isn't meant to replace all the granularity of the State of the Utility (which is included under Consent Agenda), it is intended to supplement it and can evolve over time depending on the requirements set forth by the Board.

Fiscal Note: None

Recommendation: The Authority hear a presentation from the CEO and ask questions if desired.

3. **2025-633 GRU Emergency Management Update (B)**

Department: Gainesville Regional Utilities/Safety & Training

Description: Presentation to the board on the current actions of GRU Emergency Management and preparations for the Atlantic storm season

Fiscal Note: None

Recommendation: The GRU Authority hear the presentation and present any relevant questions.

4. **2025-634 Groundwater Recharge Wetland – Grant Agreement and Contract Amendment (B)**

Department: Gainesville Regional Utilities/Water/Wastewater

Description: GRU is currently designing a groundwater recharge wetland, also known as the Southwest Nature Park. The project is being constructed with cost-share funding from the Suwannee River Water Management District (SRWMD) and the Florida Department of Environmental Protection (FDEP), which are contributing 50 percent of the total project cost. Alachua County will partner with GRU to manage public access to the site once construction is complete.

The project will receive reclaimed water from the Kanapaha Water Reclamation Facility (KWRF) and recharge the Floridan aquifer with high-quality, low-nutrient water after percolating through a constructed wetland system. The groundwater recharge will help GRU meet its regulatory obligation to offset its impacts from groundwater withdrawals. The project will also provide a cost-effective, long-term solution for beneficial reuse of reclaimed water from the KWRF to support GRU's needs as our community grows.

Fiscal Note:

Total Project Cost: \$16,610,000

Grant Funding: \$8,305,000 (50 percent)

GRU Share: \$8,305,000 (50 percent)

In March 2020, GRU and SRWMD entered into a funding agreement for up to \$1 million to support the acquisition of a project site. GRU acquired the property in January 2021 for a total cost of \$1,953,617, with FDEP and SRWMD contributing \$976,808 (50 percent of the actual cost) for the property acquisition.

In November 2021, GRU and SRWMD amended the funding agreement to increase the grant funding amount to \$1,500,000 to support 50 percent of the estimated design and permitting costs. In February 2023, GRU and SRWMD executed another funding agreement providing an additional \$4,600,000 in grant funding for construction.

Estimated construction costs have increased from the original 2021 estimate of \$12,000,000 to \$16,610,000. GRU submitted a grant application to FDEP requesting an additional \$2,205,000 in funding to cover 50 percent of the cost increase which FDEP awarded in March 2025. The total funding awarded to date is \$8,305,000.

For GRU to receive the additional funding, FDEP and SRWMD requested to amend the existing agreement and enter a new agreement. The existing agreement will be amended to reduce the amount to \$1,500,000 and the new agreement will provide the remaining \$6,805,000.

In February 2022, the City Commission authorized GRU to negotiate and execute a contract with the top-ranked design-build firm, selected through a Request for Statement of Qualifications process, with a total project budget for design and construction not to exceed \$10,000,000. The design and construction cost are now estimated at \$14,610,000. The cost to design and construct the project are included in the 10-year capital budget plan for wastewater with construction expected to be complete by calendar year 2029.

Recommendation: The GRU Authority authorize the CEO, or designee, to enter into a Fifth Amendment to the Agreement (#19/20-147) to reduce the Agreement's grant funding to \$1,500,000 and amend the Work Plan. to enter into a new, separate Memorandum of Agreement (#24/25-165) for FDEP matching grant funds of \$6,805,000. to execute an amendment to the design-build contract to reflect a total project cost not to exceed \$14,610,000, subject to approval by the Utility Attorney as to form and legality, and in accordance with the annually approved GRU budget.

5. 2025-635 Update on Shared Services with the City – SLAs (B)

Department: Gainesville Regional Utilities/Office of the Chief Executive Officer

Description: An overview of the Service Level Agreements (SLAs) between GRU and the City, outlining the types of shared services and highlighting the financial impact of these agreements. Also showing how SLA-related costs and funding shortfalls affect GRU's financial planning, especially in setting limits on the General Services Contribution (GSC).

Fiscal Note: None

Recommendation: The Authority hear a presentation from the CEO and ask any necessary questions.

- N. RESOLUTIONS (Roll Call Required)
- O. DIRECTOR COMMENTS
- P. ADJOURNMENT



Gainesville Regional Utilities Authority

MINUTES

**July 9, 2025, 5:30 p.m.
GRU Administration Building
301 SE 4th Avenue
Gainesville, FL 32601**

Members Present: Vice-Chair Haslam, Jack Jacobs, Chair
Lawson, Robert Skinner

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ADOPTION OF THE AGENDA

Moved by Robert Skinner

Seconded by Vice-Chair Haslam

Public Comment: Jim Konish

F. APPROVAL OF MINUTES

Moved by Jack Jacobs

Seconded by Robert Skinner

Approved

G. CHAIR COMMENTS

No Comments

H. GENERAL PUBLIC COMMENT

Public Comment: Angela Casteel, Jim Konish, Chuck Ross,

Staff Response: Ed Bielarski responded to public comment.

Vice Chair Haslam responded to public comment.

I. DIRECTOR COMMENTS

Director Jacobs: Addressed the public based on previous public comment.

Vice Chair Haslam: Spoke to previous public comment

Director Skinner: No response

J. CONSENT AGENDA

1. State of the Utility, Monthly Update May 2025 (B)

K. CEO COMMENTS

CEO Bielarski presented an overview slide on customer disconnection metrics.

Additionally, he spoke to items regarding GRU's rating agencies.

Lastly, spoke to natural gas bids and TEA concerns.

L. ATTORNEY COMMENTS

Kiersten Ballou

M. BUSINESS DISCUSSION ITEMS

1. GRU Review (B)

Video, featuring customer comments on their experience with GRU's LEEP program.

Discussed software updates GRU is embarking upon.

Chair Lawson questioned where GRU was with the AML installation.

CEO Spoke to all the legal battles GRU is currently defending.

Director Jacobs commented to the most recent City Commission meeting.

Attorney Kiersten Ballou spoke to the legal issues concerning the City's lawsuit against GRU and other legal matters.

Recommendation: No action required by the Board other than to listen and ask questions about the presentation.

Board listened to a presentation by CEO Bielarski regarding updates concerning GRU.

Directors asked questions with regards to presentation.

Heard

N. RESOLUTIONS (Roll Call Required)

O. DIRECTOR COMMENTS

Director Skinner: addressed the public concerning previous public comments and advised of free energy audits provided by GRU.

Director Jacobs: Stated what he would like to see in the future, in regard to GRU's direction.

Vice Chair Haslam: Wished to direct comment to Mr. Konish, but he left seconds into Director Comments.

Chair Lawson: Applauded GRU for rating reviews. Encouraged CEO Bielarski to explain more to the public.

P. ADJOURNMENT

6:34 PM, Chair Lawson adjourned the meeting.

Kunti Nesbitt, GRUA Staff Liaison

Tracie OSteen, GRUA Staff Liaison



Gainesville Regional Utilities Authority Agenda Item Report

File Number: 2025-628

Agenda Date: August 13, 2025

Department: Gainesville Regional Utilities

Title: 2025-628 State of the Utility, Monthly Update June 2025 (B)

Department: Gainesville Regional Utilities/Office of the Chief Operating Officer

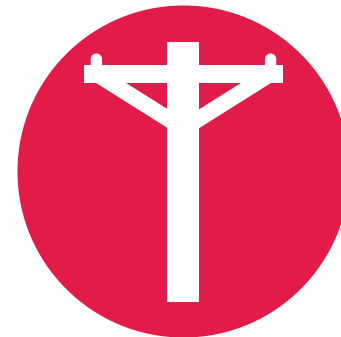
Description: GRU will be providing a monthly update to Authority members to ensure they are aware of the important projects and relevant utility measurements and benchmarks. This report provide information from June 2025.

Fiscal Note: None

Click or tap here to enter text.

State of the Utility

FY25
June



Energy Supply

Major Figures & Achievements



Regulatory Compliance (NERC)

Environmental Compliance

We currently have one ongoing environmental compliance issue: Following a planned outage in March 2025 at the Kelly Combined Cycle Plant (JCC1), CO emissions recorded during the tuning of Combustion Turbine CT4 exceeded the limits allowed in the facility's permit. Because CO is not monitored continuously, it is only measured during scheduled testing, such as post-outage tuning. GRU worked closely with the Environmental Group, GE (the gas turbine OEM), and PAS to address the issue, initiating a Short Duration Outage (SDO) beginning June 20. After repairs were completed by June 25, advanced tuning was conducted June 26–27. The tuning successfully brought emissions within the permitted range for loads between 58 MW and 74 MW. To remain compliant, CT4 is currently restricted to operating within this range. GRU has maintained active communication with FDEP, submitting post-tuning data and addressing all information requests. GE has indicated that compliance across the full load range will require hardware modifications to the combustion cans, scheduled for January 2026. In addition, unrelated instability began on May 30, when CT4 began shifting from its normal “pre-mix” condition to an unstable “lean/lean” mode, complicating AGC operations. The unit was derated to 61 MW on June 2, which temporarily stabilized performance, but repeated shifts to lean/lean by June 9 required the unit to be taken offline. Inspections during the resulting forced outage revealed further issues with flame scanners and thermocouples. Repairs were completed, and a restart with GE tuning was scheduled for June 24. However, during this time, Unit #8's turbine turning gear tripped due to failed oil supply hoses.

Electric Reliability Compliance

- No outstanding electric compliance issues at this time.
- NERC audit completed and outbriefed June 5. Preparing formal response due within 30 days.

Energy Supply

Deerhaven (DH)

Deerhaven Unit 1 (DH1) and 2 (DH2)

- Both units are online.

Deerhaven Combustion Turbines

- All three units are online and fully available. No issues reported.

Deerhaven Renewable (DHR)

- Unit is online.
- Continuing cost/scope analysis for adding Run Transformer and Run Breaker scheme.
- Needed to prevent auxiliary equipment trips from voltage swings.
- Other steam units (DH1, DH2, JCC1) use this setup to avoid such issues.

Kelly Generating Station (JRK)

- CT4 is online, operating within 58–74 MW load range to maintain permit compliance.
- See Regulatory Compliance section for detailed status.
- CT4 SDO scheduled July 19–23 to repair combustion turbine exhaust tunnel welds.

South Energy Center (SEC)

- Wartsila Engine – Online.
- Solar Engine – On standby and fully available.

Other Items

- At Innovation Energy Center (IEC), one of the two electric chillers is currently out of service due to electrical control damage from a lightning strike. A replacement part is on order. This issue does not impact operations, as the remaining chiller is sufficient to handle the full cooling load.

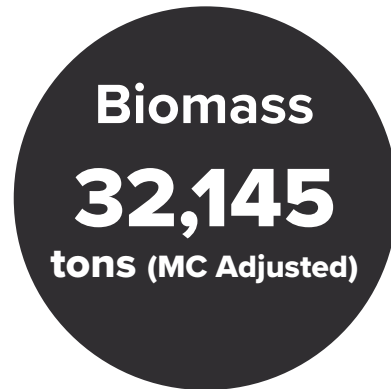
Energy Supply

Fuels Management

Inventory



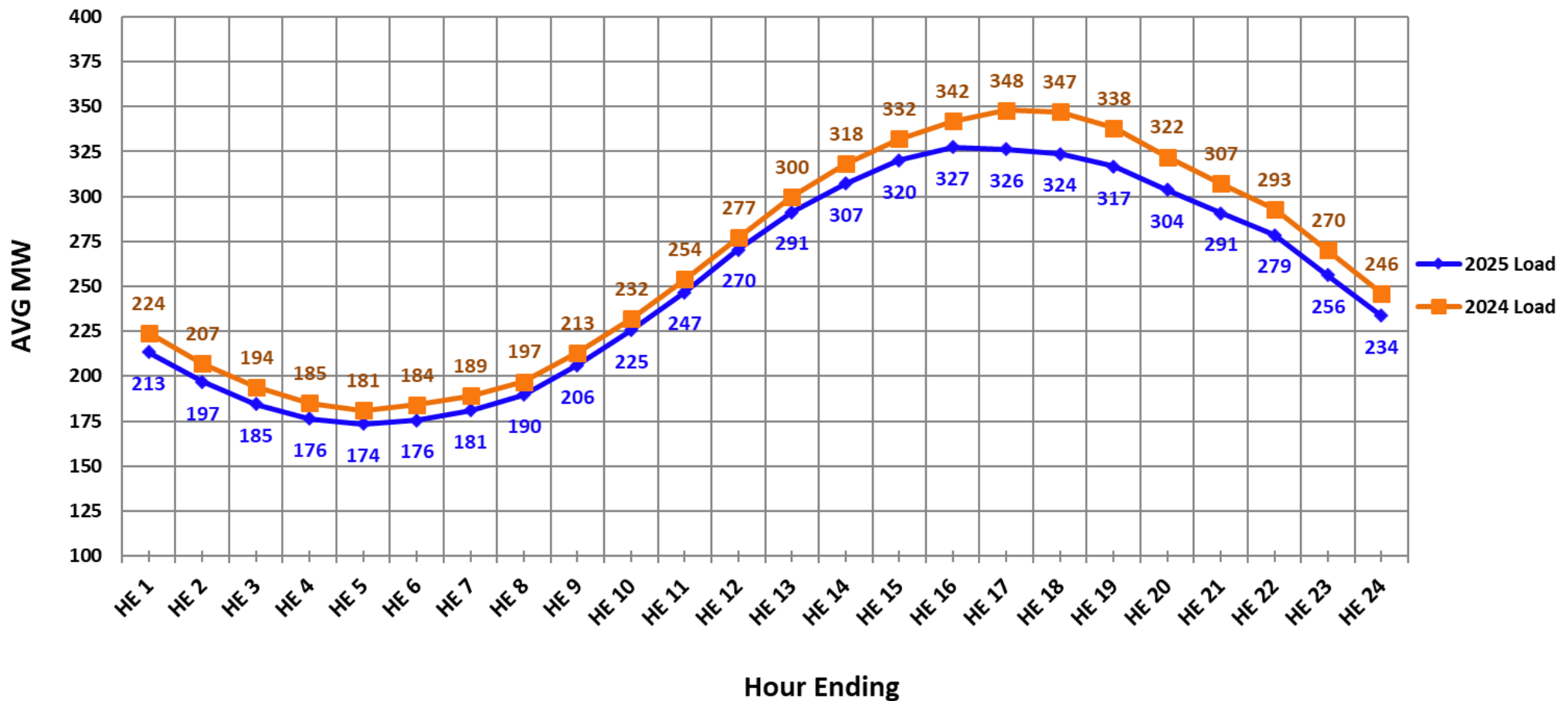
42 days at full load;
85 days at half load.



11.7 days at full load;
23.2 days at half load;
18.1 days at most recent
burn rate.

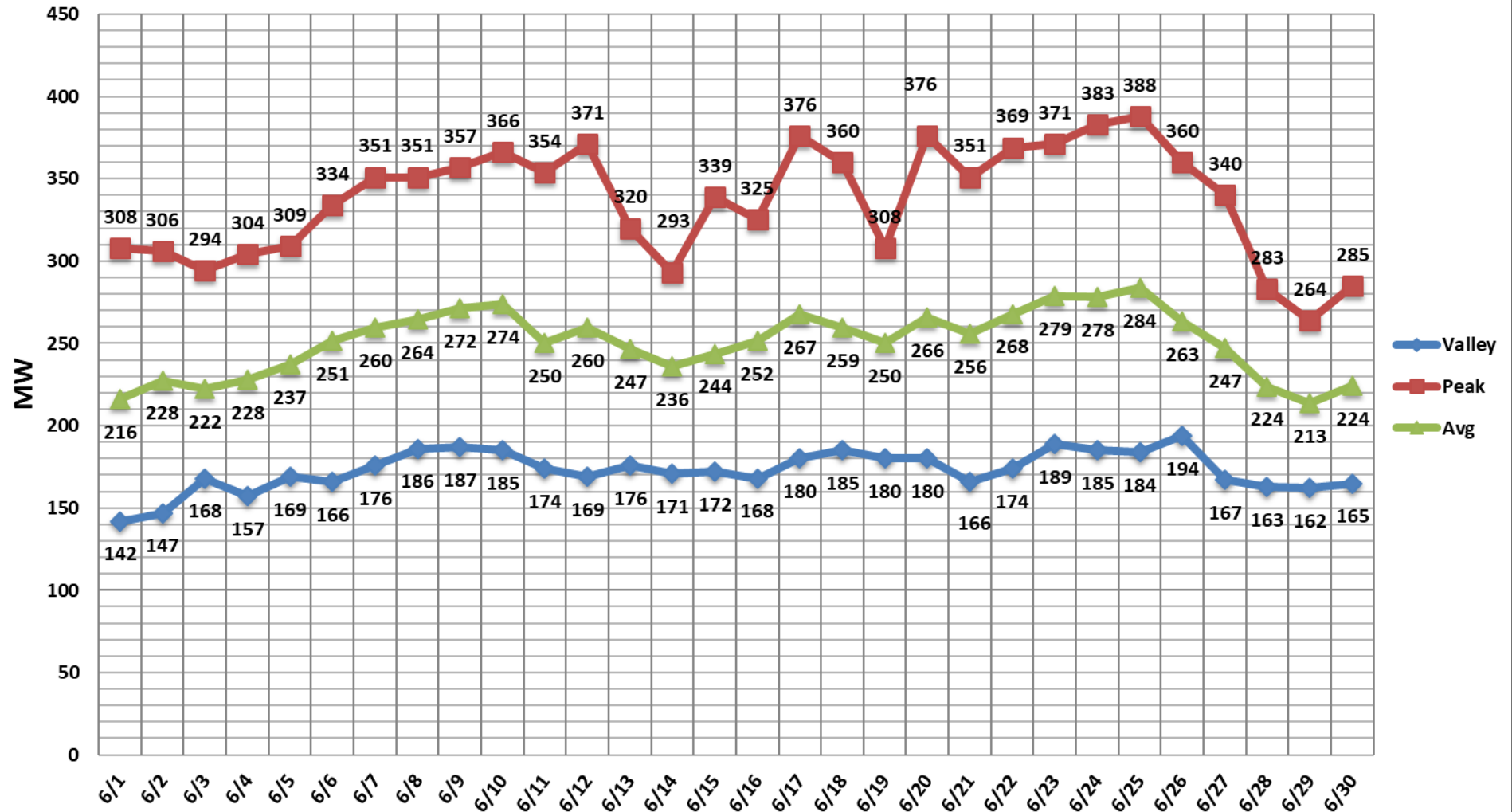
Energy Supply

June 2025 vs June 2024
Average Hourly Loads



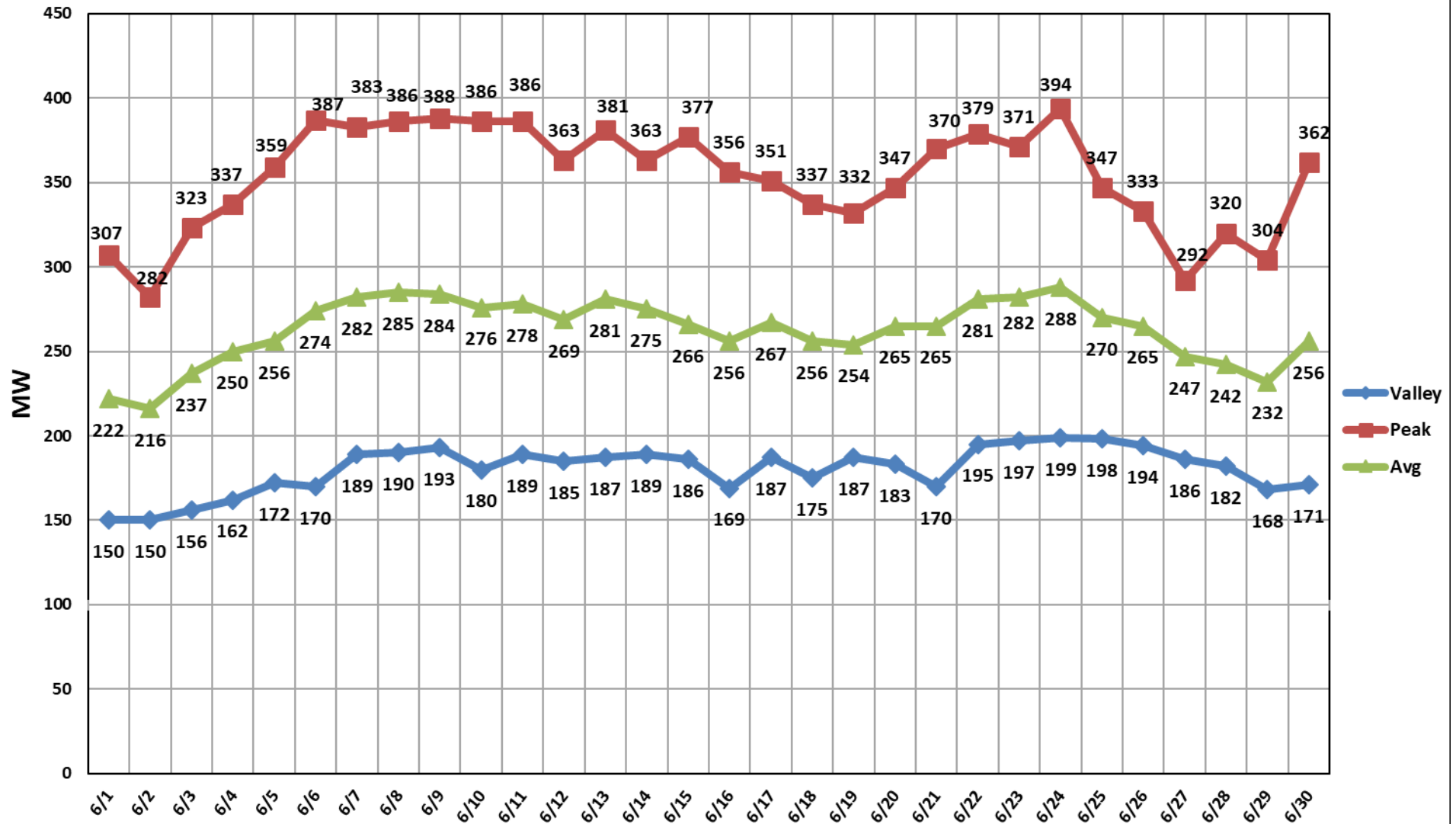
Energy Supply

June 2025
Peak, Valley, and Average Loads



Energy Supply

June 2024
Peak, Valley, and Average Loads



Energy Supply

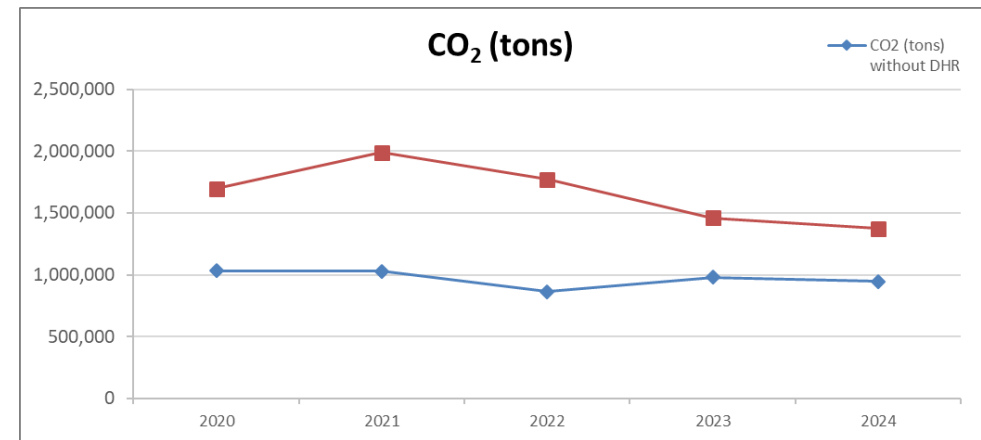
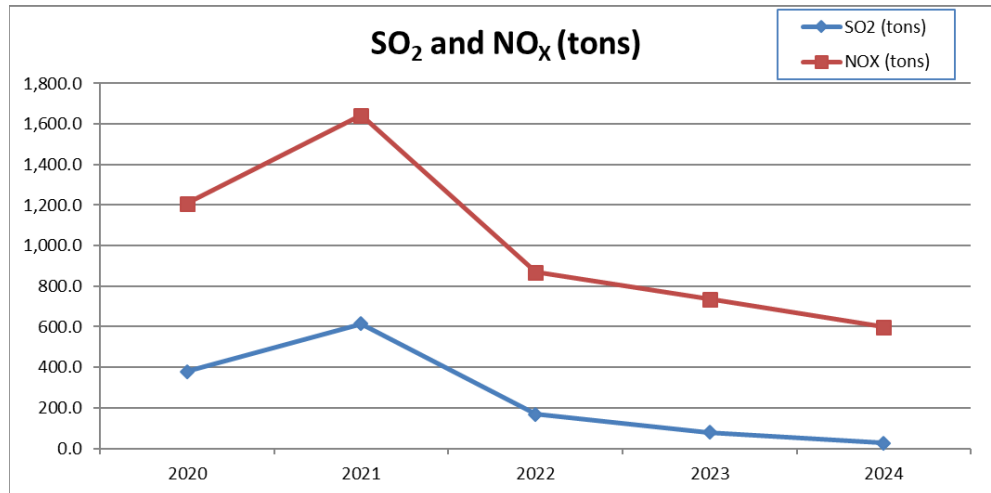
Emissions Data

Yearly Emissions

	SO ₂ (tons)	NO _x (tons)	Mercury (lbs)*	PM (tons)*	CO ₂ (tons) without DHR	CO ₂ (tons) with DHR
2020	379.3	1,208.3	3.1	56.5	1,033,389.5	1,697,218.5
2021	614.7	1,643.0	3.7	63.7	1,027,918.9	1,991,487.9
2022	167.4	867.8	2.1	11.2	861,824.7	1,771,204.7
2023	80.2	737.1	0.6	12.2	980,726.2	1,458,824.3
2024	26.5	598.4	0.8	5.3	946,129.6	1,373,862.0
2025 (thru June)**	132.4	362.3	0.7	3.2	454,144.8	782,642.5

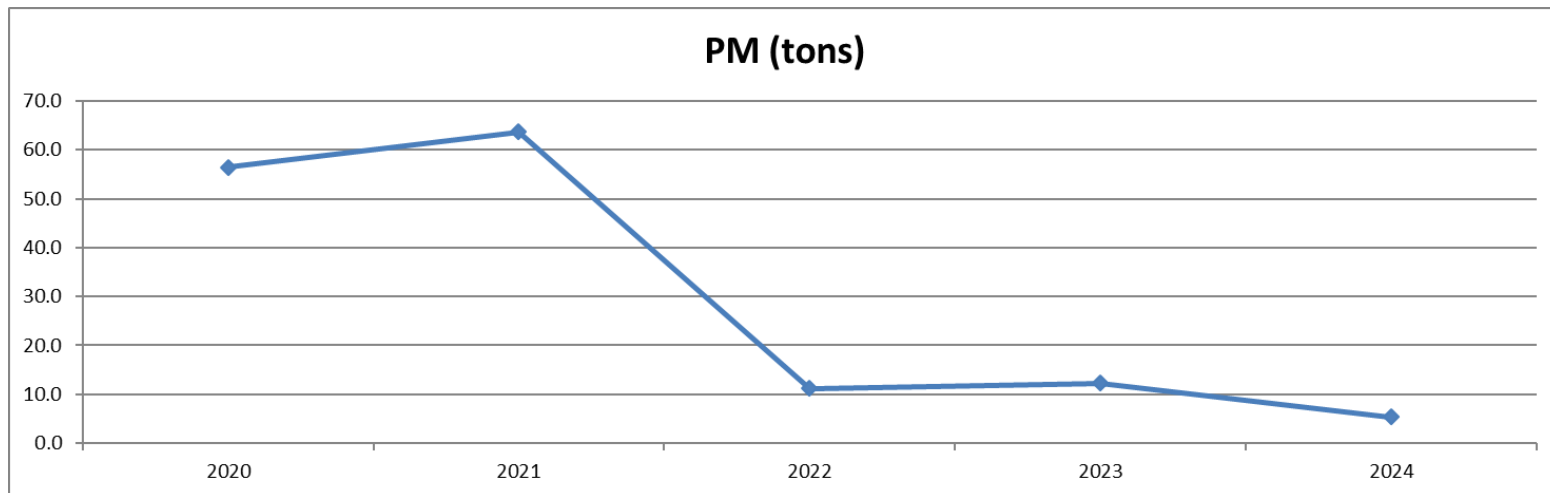
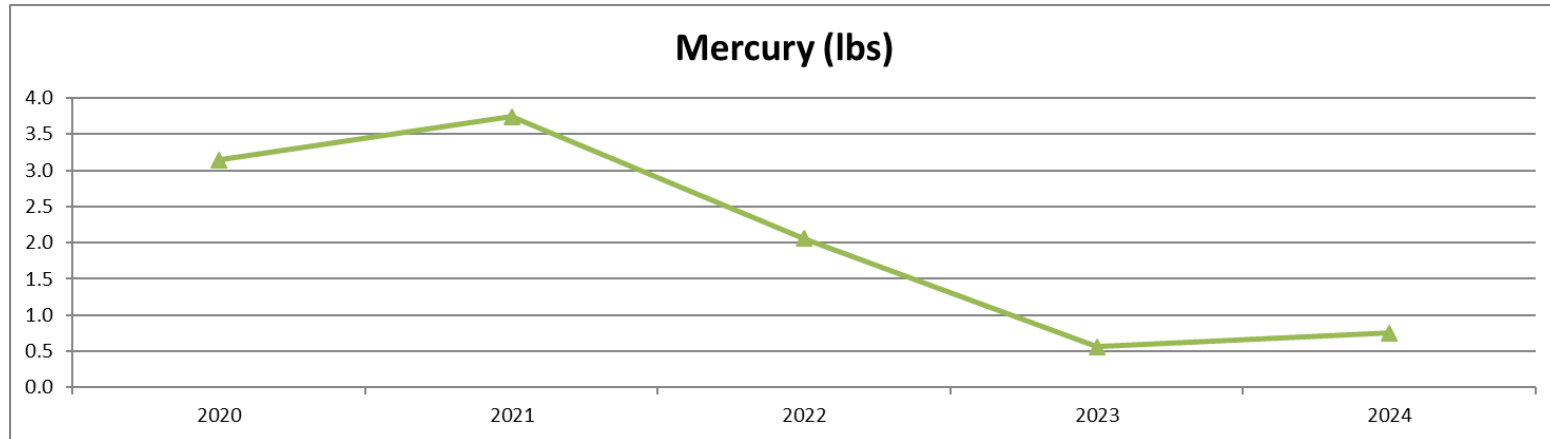
*Mercury and Particulate values are for Unit 2 only.

**Values Subject to Change - Final Values Dependent on Fuel Analyses



Energy Supply

Yearly Emissions



Energy Supply

Emissions Data

[illegible]

Energy Supply

Emissions & Compliance Data

Environmental				
		June		Calendar Year to Date (June)
Notices of Violation		0		0
Emissions				
DH1, DH2, DHCT3, JRKCC1				
	CO ₂ (tons)	87,245.3		454,144.8
	NO _x (tons)	59.1		269.1
	SO ₂ (tons)	0.9		126.2
DH Unit 2 (only)				
	PM _{FILT} (tons)	0.7		3.2
	Hg (lbs)	0.1		0.7
DHR				
	CO ₂ (tons)	68,550.1		328,497.7
	NO _x (tons)	19.7		93.2
	SO ₂ (tons)	1.2		6.2

Energy Supply

Availability & Capacity

	Month	FY25 YTD	FY24 YTD	Month	FY25 YTD	FY24 YTD
DH-2	100.00%	92.52%	74.32%	47.19%	31.41%	29.13%
DH-1	100.00%	99.96%	90.96%	32.66%	21.02%	20.76%
Kelly CC	53.28%	83.33%	88.78%	39.40%	79.47%	81.90%
DH CT-1	99.86%	99.98%	95.09%	0.00%	0.01%	0.06%
DH CT-2	99.86%	99.88%	94.75%	0.01%	0.01%	0.02%
DH CT-3	100.00%	95.71%	99.09%	0.38%	0.37%	0.29%
DHR	100.00%	54.71%	84.30%	58.29%	31.43%	33.83%

Fuel Consumed

	Month	YTD	Budget YTD	Delta Budget
Coal (Tons)	23	5,731	-	5,731
Gas (MCF)	1,386,594	11,658,306	11,693,429	-35,124
Fuel Oil (Gal)	-	491,892	-	491,892
Biomass (Tons)	61,183	287,382	93,959	193,422

Energy Supply

Performance Parameters

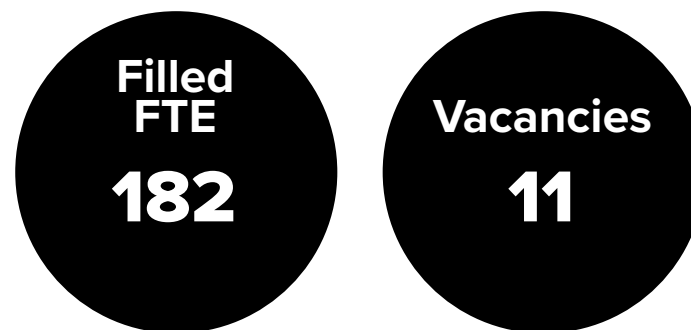
25-Feb	kWh/Month	kWh/YTD	Budget YTD	Delta Budget
DH-2	75,027	294,607	\$326,513	-\$31,906
DH-1	16,678	64,458	\$17,558	\$46,900
Kelly CC1	30,902	326,451	\$388,663	-\$62,212
CTs	236	1,989	\$155	\$1,834
Grid	14,662	-116	\$67,370	-\$67,486
DHR	42,149	203,566	\$70,195	\$133,371

Energy Supply

Vacancies and Retirements

Status	Title	Filled?	Group	Vacant Date
Vacant	Engineer and Utility Designer IV	N	GRU Deerhaven Plant	Dec. 1, 2023
Vacant	Energy Supply Maintenance Planner	N	GRU Deerhaven Plant	March 1, 2025
Vacant	Power Plant ICE Technician	N	GRU Deerhaven Plant	July 8, 2024
Vacant	Power Plant Mechanic Journeyman	N	GRU Deerhaven Plant	April 3, 2023
Vacant	Power Plant Mechanic Journeyman	N	GRU Deerhaven Plant	July 27, 2023
Vacant	Power Plant MMG ICE Supervisor	N	GRU Deerhaven Plant	May 5, 2023
Vacant	Production Technician	N	GRU Kelly Plant	Feb. 3, 2025
Vacant	Power Plant Journeyman Operator	Y	GRU Deerhaven Plant	March 4, 2025
Vacant	Production Leader	Y	Deerhaven Renewables	Feb. 18, 2025
Vacant	Power Plant Heavy Equipment Operator	Y	GRU Deerhaven Plant	April 23, 2025
Vacant	Energy Supply Maintenance Planner	N	GRU Deerhaven Plant	March 1, 2025
Vacant	Power Plant ICE Technician	N	GRU Deerhaven Plant	March 7, 2025
Vacant	PP Analytical Chemistry Quality Manager	Y	GRU Deerhaven Plant	May 30, 2025

Personnel



Energy Delivery

Reliability Statistics

Customers
Served
101,836

Total
Outages
75

Customers
Affected
13,132

Outage
Minutes
6,543

Outage Causes

Cause	Overhead	Underground	Both
Undetermined	4	0	0
Weather	8	1	3
Vegetation	19	0	2
Animals	16	1	0
Foreign Interference	0	0	0
Human Cause	2	1	0
Equipment Failure	13	4	1
Other	0	0	0
Total	62	7	6

Energy Delivery

Electric System Consumption

	2025		2024	
	CONSUMPTION (kWh)	CUSTOMERS	CONSTUMPION (kWh)	CUSTOMERS
Feed-in-Tariff - Residential	132	84	-4,054	90
Feed-in-Tariff - General Service	2,013	140	1,559	148
Electric - GS - Demand - Regular	52,201,640	1,114	51,665,151	1,110
Electric - General Service Demand PV	1,596,676	31	1,538,676	29
Electric - GS - Kanapaha w Curtail Cr	1,113,600	1	1,082,400	1
Electric - GS - Demand - Large Power	8,182,700	10	8,378,400	7
Electric - GS - Murphree Curtail Credit	1,593,600	1	1,552,800	1
Electric - GS - Large Demand PV	4,672,800	2	4,471,200	2
Electric - GS - Non Demand	18,381,741	10,099	17,319,521	10,144
Electric - General Service PV	193,546	91	155,183	84
Electric - Lighting - Rental *	812,827	1,811	818,846	1,862
Electric - Lighting - Street - City *	4,821	14	396,495	15
Electric - Lighting - Street - County *	127,121	1	127,313	1
Electric - Lighting - Traffic	144	1	144	1
Electric - Residential - Non TOU	86,481,120	91,667	81,147,662	91,200
Electric - Residential PV	790,599	1,531	587,748	1,411
Total Retail Electric	176,155,080	104,772	169,239,044	104,228

* Number of customers is excluded from total customer count.

Energy Delivery

Gas System Consumption

	June 2025		June 2024	
	CONSUMPTION (THM)	CUSTOMERS	CONSUMPTION (THM)	CUSTOMERS
Gas - GS - Regular Service (Firm)	715,796	1,260	615,279	1,295
Gas - GS - Regular Service (Small)	24,607	499	22,517	445
Gas - GS - Interruptible - Regular Serv	51,986	2	24,218	1
Gas - GS - Interruptible - Large Volume	697,088	14	408,705	8
Gas - Residential - Regular Service	363,956	35,881	342,895	35,517
Total Retail Gas	1,853,433	37,656	1,413,614	37,266

Major Projects

Electric Engineering / T&D Construction

- **North Florida Regional Medical Center at Archer** – Transmission line marker balls and beacons installed for hospital helipad.
- **Oaks Preserve Phase 2** – Residential subdivision. Electrical construction in progress.
- **Butler Plaza Center Cup** – Commercial development. Design complete; construction underway.
- **Archer Place Apartments** – Multistory apartments and retail. Ongoing OH-to-UG conversion; permanent power pending completion of road and building work.
- **Evergreen Apartments at Oaks Mall** – Five apartment buildings and one fitness center. Design complete; awaiting developer to begin electrical facility installation.
- **Hawthorne Heights** – Affordable housing. Final design in ProjectDox.
- **Natura** – Multifamily site with nine buildings, clubhouse, garages, and amenities. Design complete and released for construction.
- **Hammock Preserve** – Mixed-use development. Construction in progress.
- **Airport Parking Garage** – Construction in progress.
- **Gilbane-Collegiate Apartments** – Multistory apartments on NW 20th Ave. Construction in progress.
- **Main Street WWW Plant** – In design. New underground power source to be installed.
- **203–205 Feeders GRIP Project** – Reconductoring. Work order released; awaiting DOE approval.
- **Bradford Transmission Line 15 (GRIP)** – Pole and insulator replacement. 100 ductile iron poles replaced; construction 95% complete.

Energy Delivery

- **TACTICS 550** – T&D construction started.
- **TACTICS 931** – Line hardening and tie point installation. 98% complete.
- **TACTICS 209/287** – System hardening and pole/crossarm replacement. Work ongoing on Kelly West (TACTICS 287).
- **Circuit 1038** – Preliminary work utilizing 2 contractors with directional drilling.
- **Santa Fe College 12kV System Enhancement** – Survey complete. Awaiting notification to proceed.
- **County Criminal Court Complex** – Expansion project.
- **Circuits 932 and 936** – Upgrades complete.
- **Millhopper Substation** – Patrolled all mainline feeders; 17 follow-ups created. All tickets complete. Similar efforts planned on other circuits.
- **FY26 Equipment Orders** – New derrick and bucket truck vendor selected. Estimated \$300K in savings over previous vendor.
- **Public Safety Videos** – Coordinated with Corporate Communications to create videos on downed line safety, PPE, and transformer backfeed impacts.

Substation & Relay

- **Parker Autotransformers (GRIP)** – 90% design delivered; IFC expected early summer. First transformer (T-75) delivered May 5 and dressed out by end of June. Second transformer expected October.
- **Line 16 Upgrade** – Scope finalized and documents signed by CAI, FMPA, and GRU. PRs and POs generated. Replacing two 138kV breakers, two sets of gang switches, and two line relays. IFC package due first week of September; construction to start end of October.
- **Line 8 Upgrade (GRIP)** – Scope established to replace one 138kV breaker, two gang switch sets, five line protection relays, and add one new line relay. Start date Spring 2026. Job site meeting complete. Cable trench, conduit, and foundation changes planned at KW.
- **Fort Clarke T-81 & T-82 Relay Upgrade** – Scope established, design & engineering underway, equipment ordered. Install scheduled to start July 14.
- **Sugarfoot Feeder Replacements** – Six breakers replaced; four remaining scheduled for summer FY25. BKR 1029 replacement completed June 26; BKR 1019 replacement began June 30.
- **Millhopper T-53 & T-54 Replacements (GRIP)** – Transformers ordered. Design underway; IFC package expected Fall 2025. T-53 to ship Summer 2026, T-54 to ship Fall 2026.
- **Kelly T-31 & T-32 Replacements (GRIP)** – Transformers ordered. T-31 to ship Spring 2027, T-32 to ship Fall 2027.

Energy Delivery

Gas Engineering

- **Bridlewood** – Subdivision and 6” main extension under construction. Redesign completed and permits received.
- **Parker Road Backfeed to Archer Road** – Construction completed for current permit. Continuing design to run further down Archer to reach Lugano Subdivision.
- **Convergence Research Park Ph 3** – Design complete and under construction. Joint trenching with electric installer.
- **UF Backfeeds** – UF prices quoted to run additional gas backfeeds to increase system reliability.
- **UF Cogen Test** – Test completed; documenting all steps for future tests.
- **Flint Rock Ph 2** – Design complete and construction underway. Coordinating joint trench with electric contractor.

Gas Engineering

- **Museum Road Pit Relocation** – UF approved relocation of underground regulator to above-ground on Center Dr. No easement required. GRU Land Rights working with UF Electrical Distribution to finalize location. Awaiting state documentation to proceed.
- **Infrastructure Upgrade (Gainesville Housing Authority – 226 E. Univ. Ave.)** – Installing approx. 3,520 ft. of poly (2” and 1¼”) to replace old bare steel piping. GRU Land Rights working with GHA to obtain easements.
- **Bridlewood Subdivision (External & Phase 1) Upgrade** – Installing 9,400 ft. of 6” gas main from US441 in High Springs; 5,367 ft. of 4”, 3”, 2”, and ¾” main for Phase 1 interior. Both approximately 66% complete. Route redesigned due to fiber conflict and existing sinkhole.
- **Archer Place Apts (3101 Old Archer Rd)** – Construction 100% complete. Installed 1,550 ft. of 3” poly. Meter install pending. No updates at this time.
- **Flint Rock Subdivision Phases 2 & 3** – Installing 2,980 ft. of 2”, 3”, and ¾” gas main. Construction ongoing. Tie-ins and crossing remain.
- **Convergence Research Park Subdivision** – Installed 4,830 ft. of 3”, 1¼”, and ¾” gas main. Phase 3 is 100% complete.
- **Williston Rd Regulation Station (24 PSI Backfeed)** – Installing 200 ft. of 4” gas main to connect pipe to GRU system. Work starts in approx. 3 weeks. Completion expected FY25.
- **System Protection Project (Williston Rd and SW 23rd St)** – Installing 200 ft. of 4” gas main. No updates to report at this time.
- **System Growth Project (Broward Hall, UF Campus)** – Installing 450 ft. of 1¼” gas main to backfeed Broward Hall due to increased usage. Approx. 33% complete. Awaiting updated UF timeline.

Energy Delivery

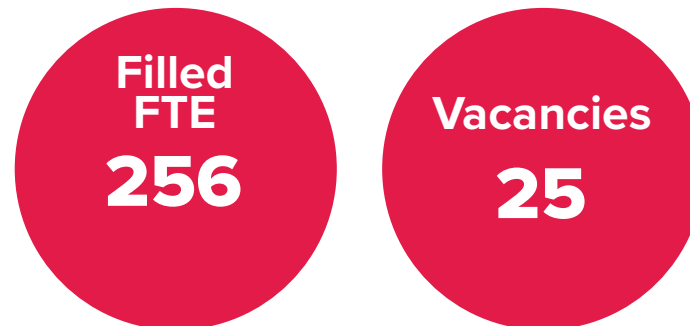
Advanced Metering Infrastructure (AMI)

Category	Electric	Water	Natural Gas	Total
Remote Reading	103,703	66,077	32,555	202,335
AMI Devices	103,719	66,865	32,645	203,229
Non-AMI Devices	34	11,278	5,281	16,593
Total Devices	103,753	78,143	37,926	219,822
Saturation %	100.0%	85.6%	86.1%	92.5%

Standard Industry Comparisons

Comparison	Actual	Goal	Description
SAIDI	4.27	4.5	System Average Interruption Duration Index
CAIDI	33.14	55	Customer Average Interruption Duration Index
SAIFI	0.13	0.08	System Average Interruption Frequency Index
ASAI	99.99%		Average Service Availability Index

Personnel



Energy Delivery

Vacancies and Retirements

Status	Title	Filled?	Group	Vacant Date
Vacant	Electric Line Clearance Coordinator	N	T&D Vegetation Management	Nov. 2024
Vacant	Principal Engineer and Utility Designer	N	Electric Engineering	March 2024
Vacant	Energy Delivery Facilities Specialist II	N	Electric Engineering	March 2024
Vacant	Engineer & Utility Designer III	N	Electric Engineering	Jan. 2024
Vacant	Relay Technician	N	Relay Operations	March 2024
Vacant	Energy Delivery Facilities Specialist II	N	Electric Engineering	Feb. 2025
Vacant	Meter Reader	N	Electric Meter Measurement Operations	Feb. 2025
Vacant	Electric Line Worker	N	T&D Construction	Feb. 2025
Vacant	Electric Line Worker	N	T&D Construction	Feb. 2025
Vacant	Line Worker Lead	N	T&D Construction	June 2024
Vacant	Line Technician	N	Gas T&D Construction	April 2025
Vacant	Field Service Technician	N	Gas T&D Administration	Feb. 2025
Vacant	Operational Technology Network Analyst Senior	N	Systems Control/Technical Support	April 2026
Vacant	Distribution System Operator II	N	Systems Control Operations	May 2025
Vacant	GIS and Operational Systems Technician	N	ED GIS Operations and Standards	May 2025
Vacant	Electric Line Worker	N	T&D Construction	June 2025
Vacant	Power Systems Application Engineer	N	Systems Control Operations	June 2025
Vacant	Principal Engineer and Utility Designer	N	ED Electric Engineering	July 2025
Vacant	Energy Delivery Facilities Specialist Supervisor	N	ED Electric Engineering	July 2025
Filled	Electric Line Worker	Y	T&D Construction	Sept. 2025

Water/Wastewater

Production

Murphree Water Treatment Plant (Operations Normal)

		Month (mgd)	FY 25 YTD (mgd)	FY 24 (mgd)	Permitted Capacity (mgd)	FY 25 YTD % of Permitted Capacity
	Average Daily Flow	24.5	23.7	23.2	30	79%
	Max Daily Peak Flow	32.6	36.6	35.4	54	68%

Main Street Water Reclamation Facility (Operations Normal, Reclaimed Water On)

		Month (mgd)	FY 25 YTD (mgd)	FY 24 (mgd)	Permitted Capacity (mgd)	FY 25 YTD % of Permitted Capacity
	Average Daily Flow	4.9	5.5	6.2	7.5	73%
	Max Daily Peak Flow	8.0	13.1	16.1	NA	NA

Kanapaha Water Reclamation Facility (Operations Normal, Reclaimed Water On)

		Month (mgd)	FY 25 YTD (mgd)	FY 24 (mgd)	Permitted Capacity (mgd)	FY 25 YTD % of Permitted Capacity
	Average Daily Flow	9.9	10.5	11.1	14.9	70%
	Max Daily Peak Flow	16.8	19.1	24.7	NA	NA

Water/Wastewater

Environmental Compliance					
Water Distribution System					
			Month	FY 25 YTD	FY 24
		Precautionary Boil Water Notices:	1	18	25
Wastewater Collection System					
			Month	FY 25 YTD	FY 24
		Sanitary Sewer Overflows (SSOs)	0	13	22
		<i>SSOs By Type:</i>			
		Residential Grease & Toiletries		3	8
		Infrastructure	0	8	4
		Third-Party Damage		2	3
		Wet Weather			0
		Named Storms			7

Water/Wastewater

Maintenance						
Water Distribution System						
			Month	FY 25 YTD	FY 24	Monthly Goal
	Dispatched Water Work Orders		429	3,961	3,866	-
	Water Leaks		181	1,631	1,711	-
	Water Damages (by 3rd Parties)		30	315	N/A	-
	Other Water Work Orders		218	2,015	2,175	-
	AMI Large Meter Changeouts		45	580	1,057	-
	Number of Water Services Replaced		115	756	1,278	83
	Feet of Water Main Replaced		1,055	18,370	22,543	2,200
Wastewater Collection System						
			Month	FY 25 YTD	FY 24	Monthly Goal
	Dispatched Sewer Work Orders		75	636	776	-
	Sewer Stoppages		16	155	226	-
	Sewer Damages (by 3rd Parties)		10	47	N/A	-
	Other Sewer Work Orders		49	434	550	-
	SWAMP Program					
	Miles of Gravity Main Inspected		12.0	129	214	12.5
	Number of Manholes Inspected		261	3,419	5,121	200
Reclaimed Distribution System						
			Month	FY 25 YTD	FY 24	Monthly Goal
	Dispatched Reclaim Work Orders		7	95	86	-
	Reclaim Leaks		1	19	12	-
	Reclaim Water Damages (by 3rd Parties)		1	2	N/A	-
	Other Reclaim Work Orders		5	74	74	-

Water/Wastewater

Major Projects

Water Distribution

- **Galvanized Water Main Replacements** – Multiple replacement locations.

Wastewater Collection

- **SW 24th Ave. Force Main Improvements Project (Grant Funded)** – Construction in progress; completion expected July 2025.
- **NW 34th Street Force Main Replacement** – Infrastructure failure; construction by GRU crews, completion expected June 2025
- **Fort Clarke Blvd. Force Main** – Construction began March 2025; FDOT ROW work completed by July 2025; full completion expected December 2025.

Main Street Water Reclamation Facility

- Construction continues.

Kanapaha Water Reclamation Facility

- Working on replacement of aerators. Material deliveries underway.

Lift Stations

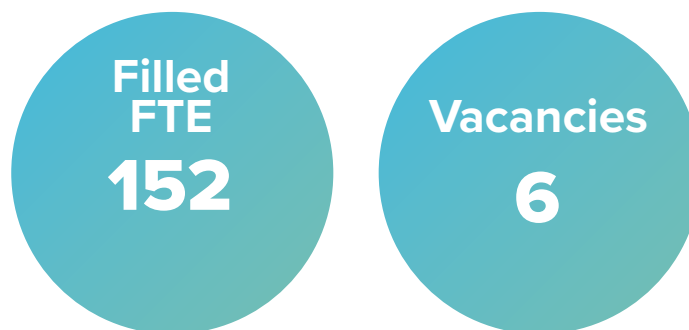
- **Lift Station No. 1 Project** – Concrete formwork underway for new electrical building; equipment installation scheduled for fall.

Water/Wastewater

Vacancies and Retirements

Status	Title	Filled?	Group	Vacant Date
Posting Soon	Wastewater ICE Tech	N	Water Reclamations	Nov. 2024
Hire start July 21	New Development Engineer 1-4	N	W/WW Engineering	Dec. 2024
Hire start July 14	Principal Engineer	N	W/WW Engineering	April 2025
Hire start July 7	Service Operator	N	Water Distribution	May 2025
Hire start July 7	Service Operator	N	Wastewater Collection	April 2025
Posting Soon	GIS/OS Coordinator	N	W/WW Engineering	June 2025
Hire start 7/21/25	Construction Operations Specialist	Y	W/WW Engineering	July 2025
Hire start 7/21/25	New Development Operations Specialist	Y	W/WW Engineering	Sept. 2025
Hire start 8/4/25	Treatment Plant Supervisor	Y	Water Reclamations	Sept. 2025

Personnel



Safety & Training

Safety Data Month Injury Statistics



Department	First Aid Given	Recordable Injuries	DART*
Administration	0	0	0
W/WW	0	0	0
Energy Supply	0	0	0
Energy Delivery & Gas	0	0	0
GRUCom	1	0	0
Total	1	0	0

*DART: Days away, restricted or transferred.

Fiscal YTD Injury Statistics



Department	First Aid Given	Recordable Injuries	DART
Administration	1	1	0
W/WW	0	1	0
Energy Supply	0	1	30
Energy Delivery & Gas	0	3	11
GRUCom	1	0	0
Total	2	6	41

Safety & Training

Month Vehicle Collisions & Miles Driven



Department	Miles Driven	Recordable Collisions	Preventable Collisions
Administration	7,362	0	0
W/WW	67,635	0	0
Energy Supply	2,262	0	0
Energy Delivery & Gas	97,684	1	0
GRUCom	5,865	0	0
Total	180,808	1	0

Fiscal YTD Vehicle Collisions & Miles Driven



Department	Miles Driven	Recordable Collisions	Preventable Collisions
Administration	74,079	1	0
W/WW	633,285	6	0
Energy Supply	26,578	0	0
Energy Delivery & Gas	908,951	5	1
GRUCom	48,067	2	1
Total	1,690,960	14	2

Safety & Training

Injury Details

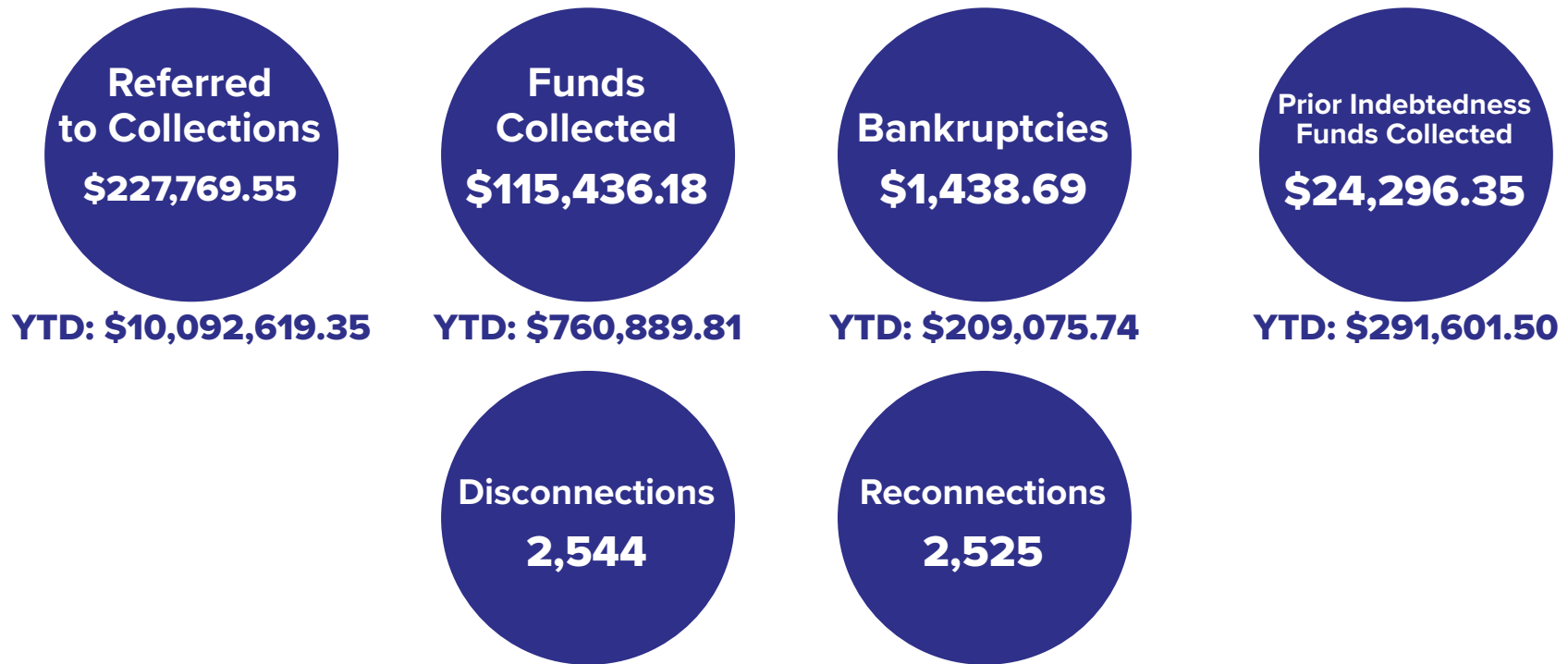
- None reported.

Collision Details

- None reported.

Customer Operations

Revenue Assurance



Billing & Customer Solutions

- Invoicing rating: 99.96%
- Meter rereads: 93
- Locked reads: 8,336
- Solar invoicing rating: 100%
- Processed emails: 1,451/1,477 (98%)

Customer Experience

Transactional Survey

4.2



Lobby Survey

4.8



Customer Operations

New Services

Active Projects	Amount
City	176
County	41

Building Permit Reviews	96
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New Installations	Amount
Electric	75
Water	39
Wastewater	25
Gas	21

Solar Reviews	Amount
Plan Reviews for March	4
PVs Completed on Time	4
PV Installations	9
Avg. Handle Time (Weeks)	5.7

Customer Operations

Customer Service

Answer Speed

Call Type	Actual	YTD	Goal
Residential	4:53	8:03	5:00
Non-residential	2:08	2:09	3:00

Handle Time

Call Type	Actual	YTD	Goal
Residential	8:32	8:08	6:00
Non-residential	8:04	8:40	6:00

Total
Calls
14,785

Other Statistics

Payments
Returned

690

Lobby
Visits

3,170

Project
Share
\$3,329.04

Social
Service Vouchers

241

\$350,723.17

\$235,408.89

Customer Operations

Payment Type Details

Payment Type	Transactions	Transactions YTD	\$ Amount	\$ Amount YTD
Drop Box	339	3,049	\$141,468.33	\$1,470,620.18
Mailed	17,422	158,779	\$15,100,077.95	\$134,688,506.69
Office Payment	67	346	\$57,157.02	\$149,633.84
Drive Thru	3,981	38,390	\$1,394,553.98	\$22,364,207.28
Kubra Cash	199	1,739	\$37,323.40	\$323,498.58
Check Free	6,378	59,782	\$2,313,230.48	\$20,118,963.38
Kubra ACH	17,576	158,270	\$5,783,811.25	\$47,467,104.88
Collection Agency	133	504	\$36,979.04	\$172,652.31
Kubra CC/EZPAY	22,931	213,464	\$5,009,841.45	\$44,971,491.15
Lobby Walk-Ins	2,294	20,671	\$1,655,305.85	\$9,352,280.35
Direct Debit	31,258	254,872	\$9,298,333.93	\$78,665,416.24

FY25
June
State of the Utility





Gainesville Regional Utilities Authority Agenda Item Report

File Number: 2025-629

Agenda Date: August 13, 2025

Department: Gainesville Regional Utilities

Title: 2025-629 Budget to Actual Comparison June 30, 205 (B)

Department: Gainesville Regional Utilities/Office of the Chief Executive Officer

Description: this is an information item related to a summary of June 30, 2025 budget to actual results.

Fiscal Note: None

Gainesville Regional Utilities

FY25 Financial Update
Month Ended June 30, 2025

PROFIT / (LOSS)

	Actual as of June 30			Budget 2025	Favorable (Unfavorable)	% Difference
	2023	2024	2025			
Electric	3,861,113	19,435,353	20,766,793	19,481,407	1,285,386	6.60%
Water	3,548,666	3,623,061	2,477,516	1,938,255	539,261	27.82%
Wastewater	5,853,869	14,944,562	13,321,640	6,425,946	6,895,694	107.31%
Gas	1,030,279	3,057,326	3,516,404	2,986,968	529,436	17.72%
GRUCom	(2,850,258)	2,562,808	(1,918,058)	(3,124,080)	1,206,022	38.60%
Total	11,443,669	43,623,110	38,164,295	27,708,496	10,455,799	37.73%

* INCOME BEFORE CONTRIBUTIONS & TRANSFERS (PER GAAP STATEMENT OF REVENUES, EXPENSES & CHANGES IN NET ASSETS)
PLUS / MINUS TRANSFERS TO RATE STABILIZATION

Electric System Variances Drivers

ELECTIC SYSTEM VARIANCES		
REVENUES	Timing Differences	Permanent Differences
Sales		\$5.5M
Other Revenue Misc Service Electric		\$1.4M
Total		\$6.9M

ELECTIC SYSTEM VARIANCES		
EXPENSES	Timing Differences	Permanent Differences
Turbine & Boiler Outage		(\$2.7M)
Software Purchases (FMIS)		(\$1.7M)
Insurance Expenses		(\$755K)
Software Purchases (AMI)		(\$461K)
Total		(\$5.6M)

Water System Variances Drivers

WATER SYSTEM VARIANCES		
REVENUES	Timing Differences	Permanent Differences
Sales		\$2.3M
Other Revenues Plant Connect Charge		(\$500K)
Other Revenues Connect Fee Surcharge		(\$100K)
Total		\$1.7M

WATER SYSTEM VARIANCES		
EXPENSES	Timing Differences	Permanent Differences
Lower Allocation of Labor Costs to Capital Expenses	(\$1.2M)	
Total	(\$1.2M)	

Wastewater System Variances Drivers

WASTEWATER SYSTEM VARIANCES		
REVENUES	Timing Differences	Permanent Differences
Federal & State Grants		\$4.5M
Sales & Services		\$2.0M
Total		\$6.5M

WASTEWATER SYSTEM VARIANCES		
EXPENSES	Timing Differences	Permanent Differences
Salary Savings		\$300K
Total		\$300K

Gas System Variances Drivers

GAS SYSTEM VARIANCES		
REVENUES	Timing Differences	Permanent Differences
Sales		\$1.2M
Other Revenues		(\$127K)
Total		\$1.0M

GAS SYSTEM VARIANCES		
EXPENSES	Timing Differences	Permanent Differences
Lower Allocation of Labor Costs to Capital Expenses	(\$500K)	
Total	(\$500K)	

GRUCom System Variances Drivers

GRUCOM SYSTEM VARIANCES		
REVENUES	Timing Differences	Permanent Differences
Sales		(\$480K)
Other Revenues		\$13K
Total		(\$467k)

GRUCOM SYSTEM VARIANCES		
EXPENSES	Timing Differences	Permanent Differences
Salary Savings (vacancies)		\$970K
Other misc. variances		\$700K
Total		\$1.7M

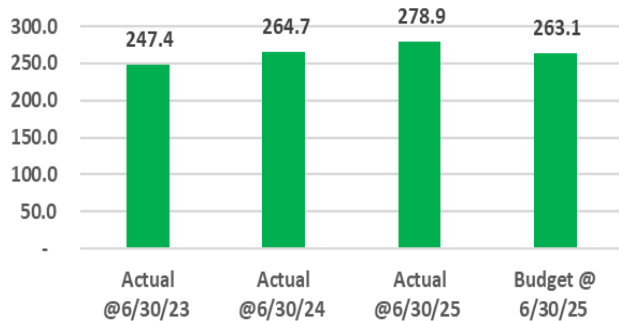
EXHIBITS



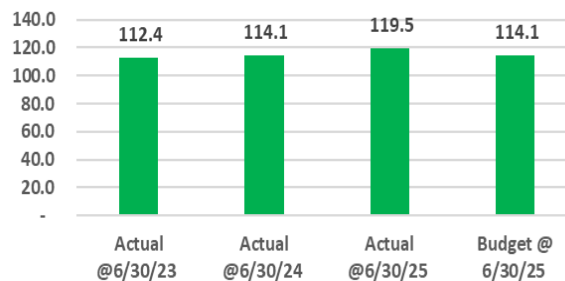
Combined Systems

	Actual	Actual	Actual	Budget	Favorable	%	
	@6/30/23	@ 6/30/24	@6/30/25	@6/30/25	(Unfavorable)	Difference	
Revenue Net of Fuel	247,356,743	264,675,572	278,942,277	263,106,034	15,836,243	6.02%	▲
Transfer from (to) Rate Stabilization	(7,676,761)	(2,099,359)	(10,130,858)	(20,662,024)	10,531,166	-50.97%	▼
Fuel	89,753,479	65,675,266	80,044,209	68,999,158	11,045,051	16.01%	▲
Total Operating Revenue	329,433,461	328,251,479	348,855,628	311,443,168	37,412,460	12.01%	▲
Expense Net of Fuel & Depreciation	112,415,173	114,112,709	119,513,008	114,132,564	(5,380,444)	-4.71%	▼
Fuel	89,753,479	65,675,266	80,044,209	68,999,158	(11,045,051)	-16.01%	▼
Depreciation	76,866,990	79,337,419	83,003,300	83,003,300	-	0.00%	■
Total Operating Expense	279,035,642	259,125,394	282,560,517	266,135,022	(16,425,495)	-6.17%	▼
Operating Income	50,397,819	69,126,085	66,295,111	45,308,146	20,986,965	46.32%	▲
Non-operating Expense	32,679,661	22,500,592	31,882,756	31,882,756	-	0.00%	■
Income Before Capital Contributions & Transfers	17,718,158	46,625,493	34,412,355	13,425,390	20,986,965	156.32%	▲
GFT	13,951,250	5,101,742	6,378,918	6,378,918	-	0.00%	■
Surplus (Deficit) after GFT	3,766,908	41,523,751	28,033,437	7,046,472	20,986,965	297.84%	▲
Profit / (Loss)	11,443,669	43,623,110	38,164,295	27,708,496	10,455,799	37.73%	▲

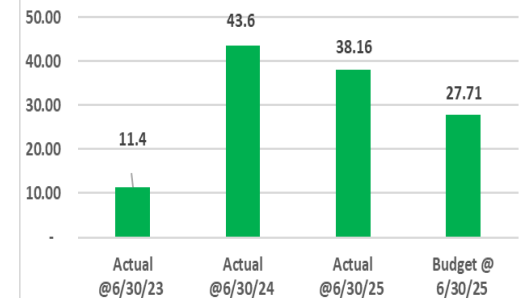
Revenue Net of Fuel (Millions)



Expense Net of Fuel & Depreciation (Millions)



Profit / (Loss)



Electric System

	Actual @6/30/23	Actual @ 6/30/24	Actual @6/30/25	Budget @6/30/25	Favorable (Unfavorable)	% Difference	
Revenue Net of Fuel	154,111,825	167,147,532	176,257,797	169,226,605	7,031,192	4.15%	▲
Transfer from (to) Rate Stabilization	(2,817,381)	(1,521,283)	(4,361,181)	(15,049,909)	10,688,728	-71.02%	▼
Fuel	78,817,204	57,708,495	71,073,155	58,979,472	12,093,683	20.50%	▲
Total Operating Revenue	230,111,648	223,334,744	242,969,771	213,156,168	29,813,603	13.99%	▲
Expense Net of Fuel & Depreciation	66,665,903	69,160,606	75,098,321	69,352,515	(5,745,806)	-8.28%	▼
Fuel	78,817,204	57,708,495	71,073,155	58,979,472	(12,093,683)	-20.50%	▼
Depreciation	51,577,204	53,201,136	54,640,823	54,640,823	-	0.00%	■
Total Operating Expense	197,060,311	180,070,237	200,812,299	182,972,810	(17,839,489)	-9.75%	▼
Operating Income	33,051,337	43,264,507	42,157,472	30,183,358	11,974,114	39.67%	▼
Non-operating Expense	23,044,532	22,176,011	21,628,795	21,628,795	-	0.00%	■
Income Before Capital Contributions & Transfers	10,006,805	21,088,496	20,528,677	8,554,563	11,974,114	139.97%	▲
GFT net of county streetlights	8,963,073	3,174,426	4,123,065	4,123,065	-	0.00%	■
Surplus (Deficit) after GFT	1,043,732	17,914,070	16,405,612	4,431,498	11,974,114	270.20%	▲
Profit / (Loss)	3,861,113	19,435,353	20,766,793	19,481,407	1,285,386	6.60%	▲

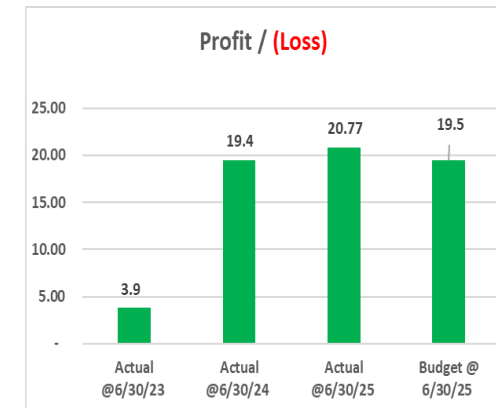
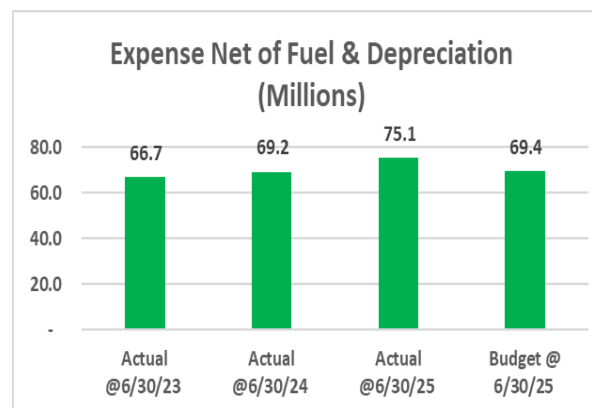
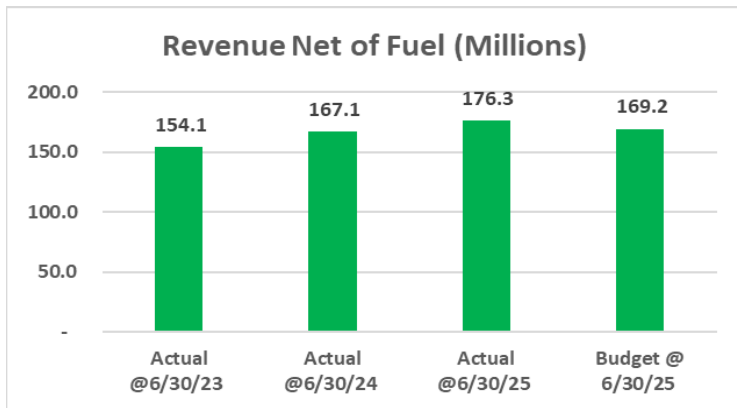
Retail MWH Sales through June				
Category	Budget	Actual	Difference	% Difference
Residential	587,606.1	616,930.0	29,323.9	4.99%
GSN	131,099.9	136,891.6	5,791.7	4.42%
GSD	423,335.4	413,409.5	(9,925.9)	-2.34%
Large Power	126,667.7	130,923.9	4,256.2	3.36%
Other*	12,207.0	11,662.4	(544.6)	-4.46%
Total	1,280,916.1	1,309,817.2	28,901.1	2.26%

*Other = traffic signals, street lighting & rental lighting

Heating Degree Days through June			
Average	Actual	Difference	% Difference
1,081	1,067	(14)	-1.30%

Cooling Degree Days through June			
Average	Actual	Difference	% Difference
1,387	1,722	335	24.15%

Every degree that avg. daily temperature > 65 = one cooling degree day
Every degree that avg. daily temperature < 65 = one heating degree day



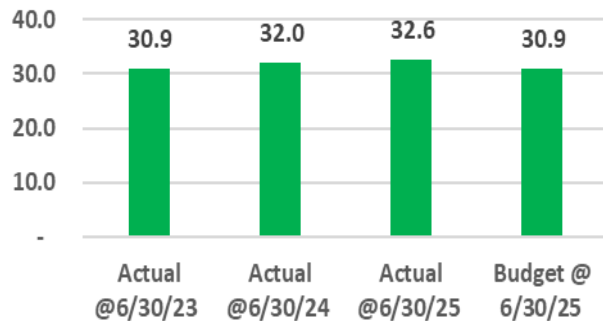
Water System

	Actual @6/30/23	Actual @ 6/30/24	Actual @6/30/25	Budget @6/30/25	Favorable (Unfavorable)	% Difference	
Revenue	30,858,672	31,964,297	32,618,338	30,911,910	1,706,428	5.520%	▲
Transfer from (to) Rate Stabilization	(2,281,150)	533,404	(796,275)	(738,264)	(58,011)	7.858%	▲
Total Operating Revenue	28,577,522	32,497,701	31,822,063	30,173,646	1,648,417	5.46%	▲
Expense Net of Depreciation	14,221,862	16,297,843	16,256,340	15,089,173	(1,167,167)	-7.74%	▼
Depreciation	8,649,147	9,207,498	10,247,096	10,247,096	-	0.00%	■
Total Operating Expense	22,871,009	25,505,341	26,503,436	25,336,269	(1,167,167)	-4.61%	▼
Operating Income	5,706,513	6,992,360	5,318,627	4,837,377	481,250	9.95%	▲
Non-operating Expense	2,753,416	2,172,087	2,913,302	2,913,302	-	0.00%	■
Income Before Capital Contributions & Transfers	2,953,097	4,820,273	2,405,325	1,924,075	481,250	25.01%	▲
GFT	1,685,581	663,808	724,084	724,084	-	0.00%	■
Surplus (Deficit) after GFT	1,267,516	4,156,465	1,681,241	1,199,991	481,250	40.10%	▲
Profit / (Loss)	3,548,666	3,623,061	2,477,516	1,938,255	539,261	27.82%	▲

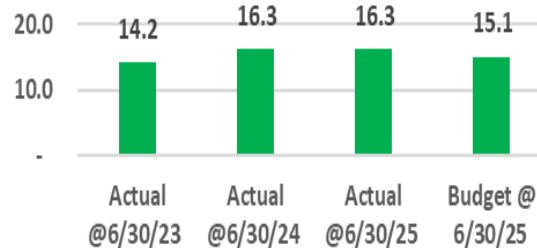
Kgal Sales through June				
Category	Budget	Actual	Difference	% Difference
Residential	3,250,397.0	3,329,647.0	79,250.0	2.44%
Commercial	1,557,992.0	1,674,329.0	116,337.0	7.47%
UF	570,592.0	630,106.0	59,514.0	10.43%
Total	5,378,981.0	5,634,082.0	255,101.0	4.74%

Rainfall through June (Inches)			
Average	Actual	Difference	% Difference
30.31	26.16	(4.15)	-13.69%

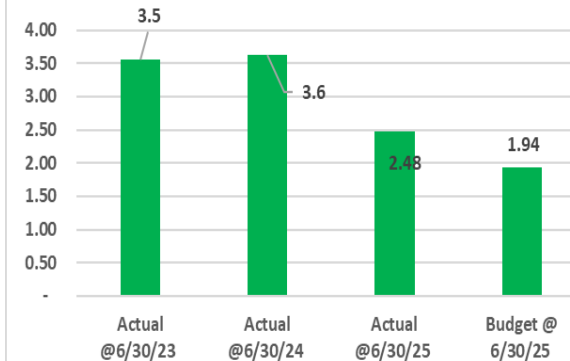
Revenue (Millions)



Expense Net of Depreciation (Millions)



Profit / (Loss)



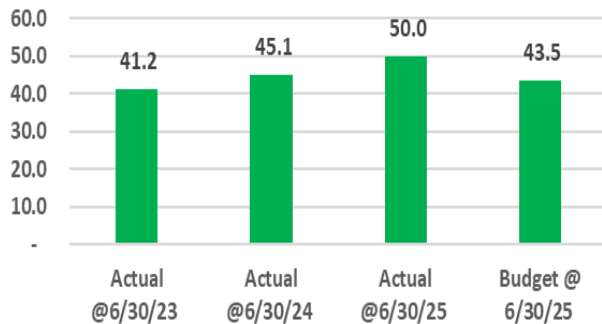
Wastewater System

	Actual @ 6/30/23	Actual @ 6/30/24	Actual @ 6/30/25	Budget @ 6/30/25	Favorable (Unfavorable)	% Difference	
Revenue	41,188,774	45,082,262	50,048,066	43,513,085	6,534,981	15.02%	▲
Transfer from (to) Rate Stabilization	(2,578,230)	(299,590)	(2,594,689)	(2,518,774)	(75,915)	3.01%	▲
Total Operating Revenue	38,610,544	44,782,672	47,453,377	40,994,311	6,459,066	15.76%	▲
Expense Net of Depreciation	18,089,352	17,421,730	17,578,870	17,939,583	360,713	2.01%	▲
Depreciation	11,220,273	11,753,465	12,925,321	12,925,321	-	0.00%	■
Total Operating Expense	29,309,625	29,175,195	30,504,191	30,864,904	360,713	1.17%	▲
Operating Income	9,300,919	15,607,477	16,949,186	10,129,407	6,819,779	67.33%	▲
Non-operating Expense	4,008,297	143,533	5,176,099	5,176,099	-	0.00%	■
Income Before Capital Contributions & Transfers	5,292,622	15,463,944	11,773,087	4,953,308	6,819,779	137.68%	▲
GFT	2,016,983	818,972	1,046,136	1,046,136	-	0.00%	■
Profit (Loss) after GFT	3,275,639	14,644,972	10,726,951	3,907,172	6,819,779	174.55%	▲
Surplus (Deficit) after GFT + Rate Stabilization	5,853,869	14,944,562	13,321,640	6,425,946	6,895,694	107.31%	▲

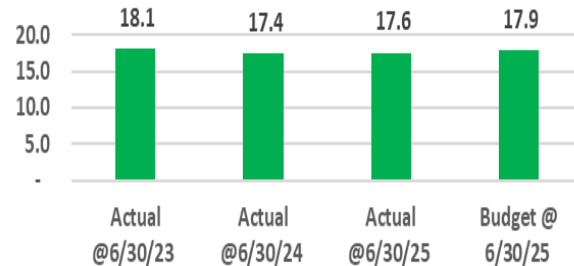
Kgals Billed through June				
Category	Budget	Actual	Difference	% Difference
Residential	2,651,618.0	2,711,274.0	59,656.0	2.25%
Commercial	1,191,333.0	1,313,128.0	121,795.0	10.22%
Total	3,842,951.0	4,024,402.0	181,451.0	4.72%

Rainfall through June (Inches)			
Average	Actual	Difference	% Difference
30.31	26.16	(4.15)	-13.69%

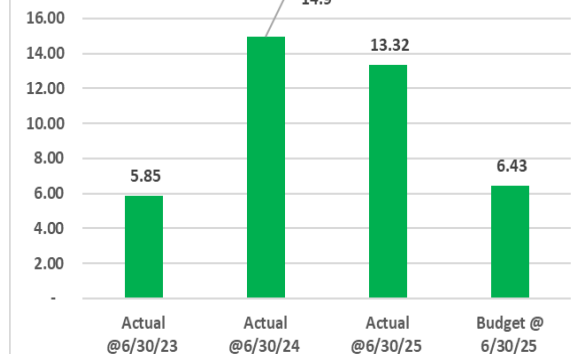
Revenue (Millions)



Expense Net of Depreciation (Millions)



Profit / (Loss)

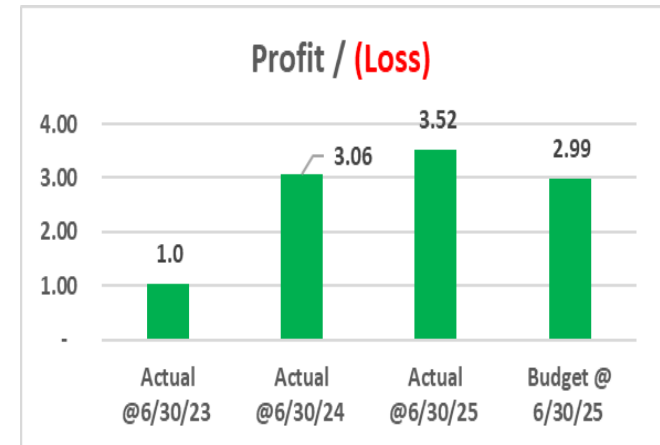
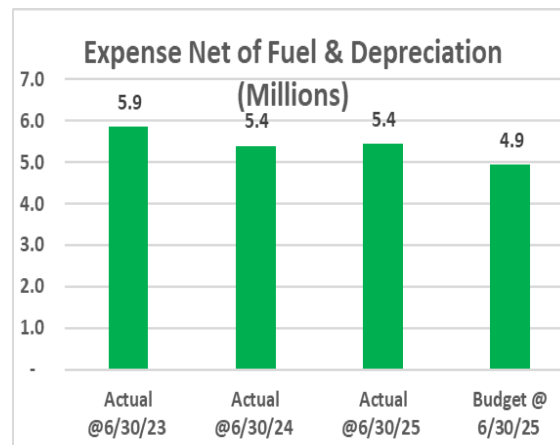
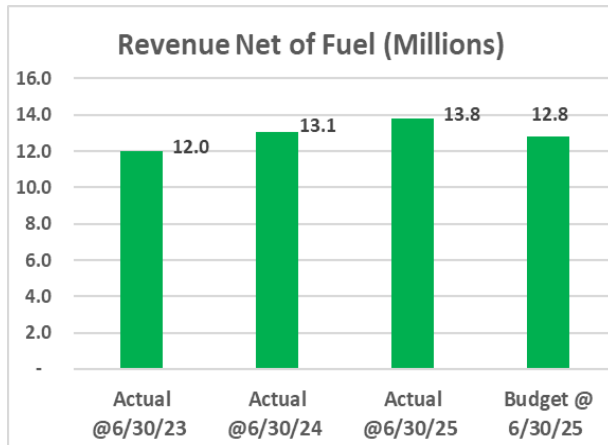


Gas System

	Actual @6/30/23	Actual @ 6/30/24	Actual @6/30/25	Budget @6/30/25	Favorable (Unfavorable)	% Difference	
Revenue Net of Fuel	11,996,049	13,067,945	13,815,574	12,784,596	1,030,978	8.06%	▲
Transfer from (to) Rate Stabilization	-	(811,890)	(2,378,713)	(2,355,077)	(23,636)	1.00%	▲
Fuel	10,936,275	7,966,771	8,971,054	10,019,686	(1,048,632)	-10.47%	▼
Total Operating Revenue	22,932,324	20,222,826	20,407,915	20,449,205	(41,290)	-0.20%	▼
Expense Net of Fuel & Depreciation	5,853,789	5,393,948	5,436,967	4,935,425	(501,542)	-10.16%	▲
Fuel	10,936,275	7,966,771	8,971,054	10,019,686	1,048,632	10.47%	▲
Depreciation	2,995,843	3,130,393	3,548,932	3,548,932	-	0.00%	■
Total Operating Expense	19,785,907	16,491,112	17,956,953	18,504,043	547,090	2.96%	▲
Operating Income	3,146,417	3,731,714	2,450,962	1,945,162	505,800	26.00%	▲
Non-operating Expense	1,353,341	1,231,767	1,034,200	1,034,200	-	0.00%	■
Income Before Capital Contributions & Transfers	1,793,076	2,499,947	1,416,762	910,962	505,800	55.52%	▲
GFT	762,797	254,511	279,071	279,071	-	0.00%	■
Surplus After GFT	1,030,279	2,245,436	1,137,691	631,891	505,800	80.05%	▲
Profit / (Loss)	1,030,279	3,057,326	3,516,404	2,986,968	529,436	17.72%	▲

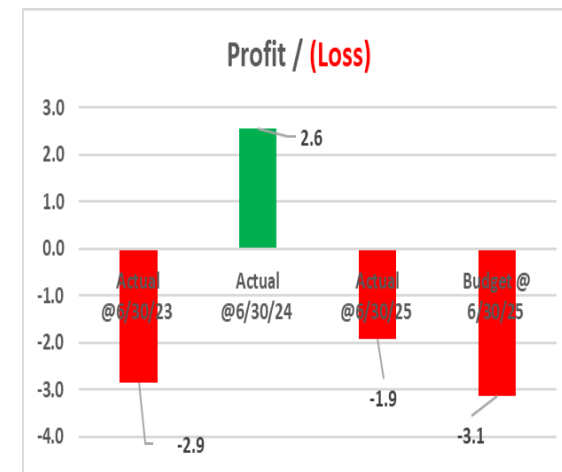
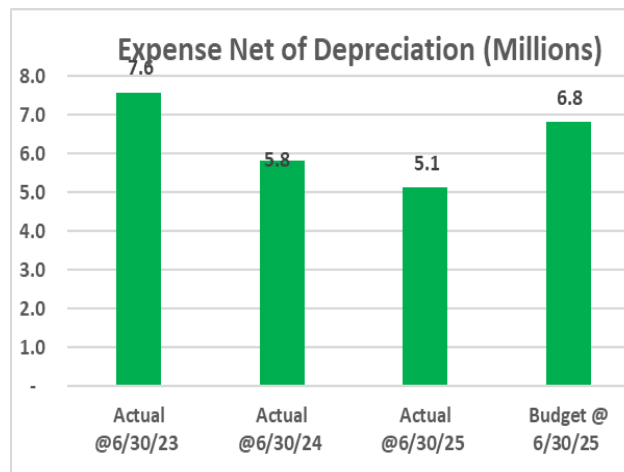
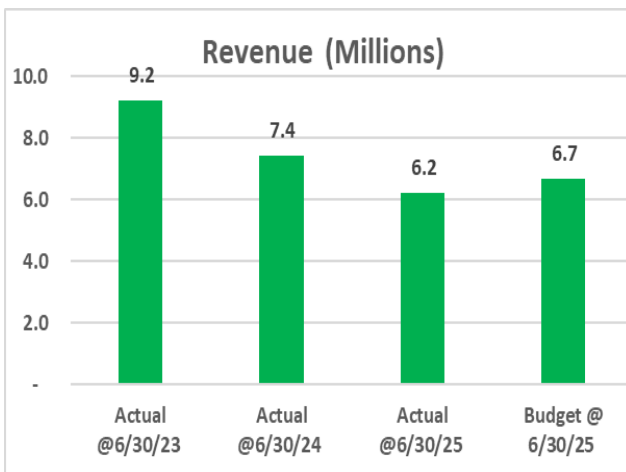
Therm Sales through June				
Category	Budget	Actual	Difference	% Difference
Residential	6,617,103.0	7,191,857.0	574,754.0	8.69%
Commercial	7,286,022.0	7,519,234.0	233,212.0	3.20%
Old Interruptible	225,240.0	243,506.0	18,266.0	8.11%
New LVS	3,600,766.0	4,130,719.0	529,953.0	14.72%
Total	17,729,131.0	19,085,316.0	1,356,185.0	7.65%

Heating Degree Days through June			
Average	Actual	Difference	% Difference
1,081	1,067	(14)	-1.30%
Cooling Degree Days through June			
Average	Actual	Difference	% Difference
1,387	1,722	335	24.15%



	Actual @6/30/23	Actual @ 6/30/24	Actual @6/30/25	Budget @6/30/25	Favorable (Unfavorable)	% Difference	
Revenue	9,201,423	7,413,536	6,202,502	6,669,838	(467,336)	-7.01%	▼
Transfer from (to) Rate Stabilization	-	-	-	-	-		▬
Total Operating Revenue	9,201,423	7,413,536	6,202,502	6,669,838	(467,336)	-7.01%	▼
Expense Net of Depreciation	7,584,267	5,838,582	5,142,510	6,815,868	1,673,358	24.55%	▲
Depreciation	2,424,523	2,044,927	1,641,128	1,641,128	-	0.00%	▬
Total Operating Expense	10,008,790	7,883,509	6,783,638	8,456,996	1,673,358	19.79%	▲
Operating Income	(807,367)	(469,973)	(581,136)	(1,787,158)	1,206,022	67.48%	▲
Non-operating (Income) Expense*	1,520,075	(3,222,806)	1,130,360	1,130,360	-	0.00%	▬
Income Before Capital Contributions & Transfers	(2,327,442)	2,752,833	(1,711,496)	(2,917,518)	1,206,022	41.34%	▲
GFT	522,816	190,025	206,562	206,562	-	0.00%	▬
Surplus (Deficit) After GFT	(2,850,258)	2,562,808	(1,918,058)	(3,124,080)	1,206,022	38.60%	▲
Profit / (Loss)	(2,850,258)	2,562,808	(1,918,058)	(3,124,080)	1,206,022	38.60%	▲

* FY24 non-operating income due to sale of TRS





**Gainesville Regional Utilities Authority
Agenda Item Report**

File Number: 2025-630

Agenda Date: August 13, 2025

Department: Gainesville Regional Utilities

Title: 2025-630 August 2025 Accelerated Debt Reduction Transaction (B)

Department: Gainesville Regional Utilities/Budget, Finance & Accounting

Description: In continuance of the Debt Reduction program, GRU is scheduled to execute an accelerated debt reduction transaction on August 30. This transaction will decrease \$18.2M in 2017 Series A Bonds and redeem \$8.2M in 2014 Series A Bonds. This is an information item requiring no action by the Authority.

Fiscal Note: No fiscal impact.

AUGUST 2025 ACCELERATED DEBT REDUCTION INFORMATION ONLY



- On August 30, GRU is scheduled to execute two accelerated debt reduction transactions
 - Defeasance of the 2028 maturity of GRU's 2017 Series A bonds: \$18,230,000 of principal and \$2,278,750 of interest
 - Redemption of \$8,190,000 in principal and \$161,562 in interest on various maturities of GRU's 2014 Series A bonds
- The transactions will
 - Immediately remove \$26,420,000 in principal outstanding from GRU's balance sheet
 - Generate ~\$981K in cash benefits from interest on the irrevocable escrow account for the Series 2017A transaction: GRU will spend \$19,527,981 in cash to discharge \$20,508,749 in principal & interest
 - Avoid \$2,141,180 in future interest payments on the Series 2014A transaction

August 2025 Accelerated Debt Reduction

- After this defeasance, as of 10/1/2025, \$547,710,000 in principal outstanding will remain of the original \$680,920,000 incurred on the November 2017 purchase of Deerhaven Renewables

DEERHAVEN RENEWABLES DEBT REDUCTION TO DATE				
	Original Principal Outstanding	Original Amortization: Scheduled Principal Payments	Accelerated Debt Reduction - Defeasance	Principal Outstanding
November 2017	680,920,000			
10/1/2018		3,000,000		677,920,000
10/1/2019		5,000,000		672,920,000
10/1/2020		12,580,000		660,340,000
10/1/2021		13,175,000		647,165,000
10/1/2022		13,770,000	7,185,000	626,210,000
10/1/2023		14,395,000	3,460,000	608,355,000
10/1/2024		15,235,000	15,650,000	577,470,000
10/1/2025		11,530,000	18,230,000	547,710,000
Total		88,685,000	44,525,000	

Accelerated Debt Reduction Summary to Date

TOTAL ACCELERATED DEBT REDUCTION TRANSACTIONS			
Fiscal Year	Bond Series	Principal Accelerated	Method
2020	2005A	405,000	Redemption
2022	2017A	7,185,000	Defeasance
	2009B	1,130,000	Defeasance
2023	2017A	3,460,000	Defeasance
2024	2005C	3,090,000	Redemption
	2006A	2,985,000	Redemption
	2020A	275,000	Redemption
	2022B	4,740,000	Redemption
	2022A	1,200,000	Redemption
	2012B	10,065,000	Redemption
	2019C	610,000	Redemption
	2014B	255,000	Redemption
	2017A	15,650,000	Defeasance
	2019A	705,000	Defeasance
2025	2014A	8,190,000	Redemption
	2017A	18,230,000	Defeasance
Totals		78,175,000	

BY SERIES	
2005A	405,000
2005C	3,090,000
2006A	2,985,000
2009B	1,130,000
2012B	10,065,000
2014A	8,190,000
2014B	255,000
2017A	44,525,000
2019A	705,000
2019C	610,000
2020A	275,000
2022A	1,200,000
2022B	4,740,000
Total	78,175,000

BY METHOD	
Redeemed	31,815,000
Defeased	46,360,000
Total	78,175,000

FINANCIAL IMPACT			
Interest Expense Avoided - Redemptions			5,922,869
Interest Expense Avoided - Defeasances			1,487,375
Escrow Earnings - Defeasances			3,343,939
Total			10,754,183

File Number: 2025-631

Agenda Date: August 13, 2025

Department: Gainesville Regional Utilities

Title: 2025-631 Coverage Metrics (B)

Department: Gainesville Regional Utilities/Budget, Finance & Accounting

Description: At the direction of the Chair, staff is bringing forward each quarter a different set of financial evaluation metrics for explanation and discussion. This is an information item related to Coverage Metrics.

Fiscal Note: No fiscal impact.

Recommendation: The Authority hear a presentation from staff.

Coverage Metrics

Coverage Metrics

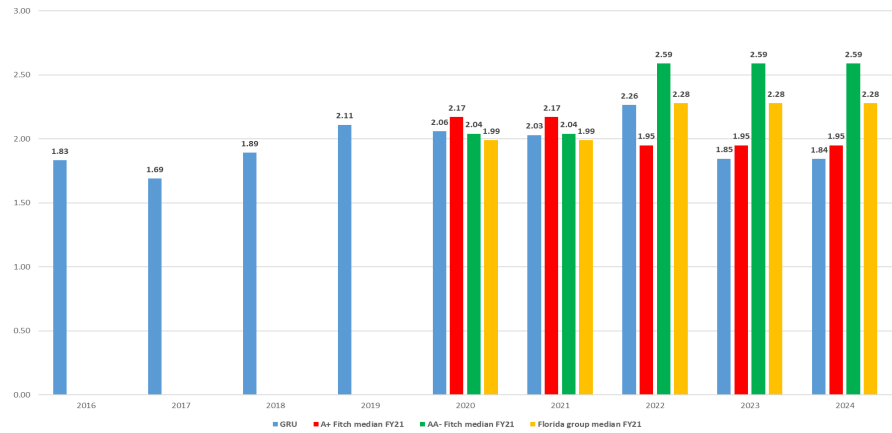
- Coverage ratios are metrics that measure GRU's ability to service its debt and meet its financial obligations, including its interest payments.
 - Measures GRU's financial health
 - Measures GRU's ability to pay back its debt
- Why they're important
 - Lenders use these metrics to assess a company's creditworthiness and financial stability
- What they indicate
 - High coverage ratio: indicates that GRU will likely be able to make all its future interest payments and meet all its financial obligations
 - Low ratio: indicates that GRU's cash flow may not be sufficient to meet its debt service requirements; a higher risk for lenders

Coverage Metrics

- The metrics typically considered most important to assess are
 - Debt Service Coverage ratio: measures GRU's available cash flow to pay current debt obligations
 - Coverage of Fixed Obligations ratio: measures GRU's available cash flow to pay fixed obligation, including "debt-like" obligations such as purchased power agreements and other long-lived contractual agreements

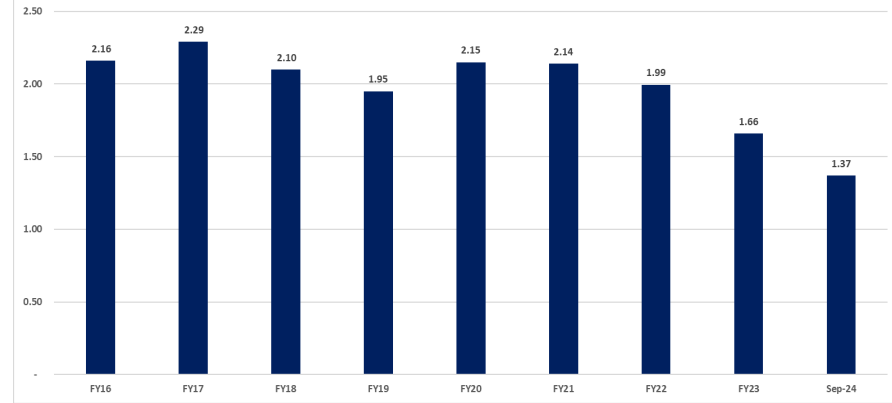
Debt Service Coverage Metrics

Fitch Combined: Debt Service Coverage



Florida group= Tallahassee, JEA, OUC, and Lakeland

S&P Total Debt Service Coverage



FITCH COMBINED DEBT SERVICE COVERAGE FORMULA

Operating Income
BABS Subsidy
Depreciation & Amortization
Interest Income
= Funds Available for Debt Service

Interest Expense on Long-Term Debt
Prior Year Current Maturities of Debt
= Debt Service

Funds available for debt service divided by annual debt service
= Total Debt Service Coverage

S&P TOTAL DEBT SERVICE COVERAGE FORMULA

Total Operating Revenue
Less Amounts to be Recovered from Future Revenue
Interest Income
Other Non Operating Income - Cash Only (BABS, Other)
= Total Revenue

Total Operating Expense
Less Depreciation & Amortization
= Operating Expense Net of Depreciation

Total Revenue
Less Operating Expense Net of Depreciation
= Net Revenue Available for Debt Service

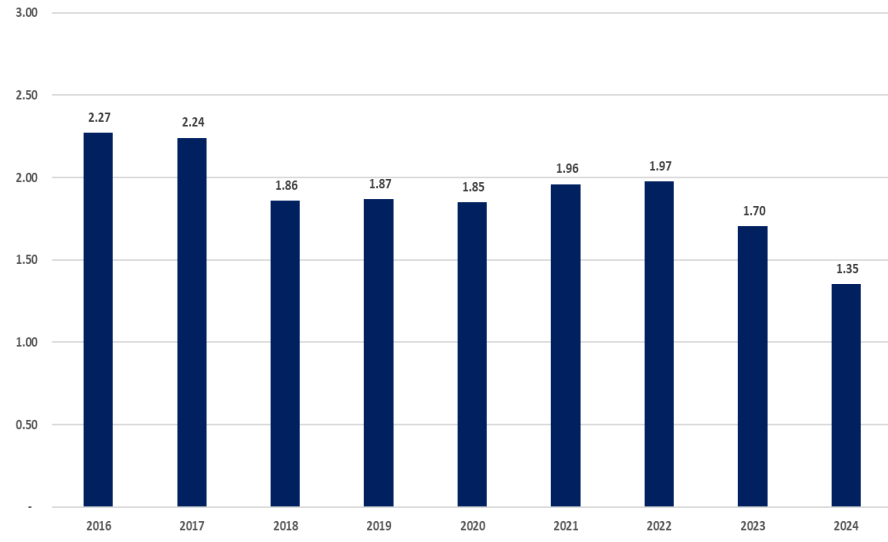
Total Debt service
= Debt Service per S&P

S&P includes debt defeasance in total debt service

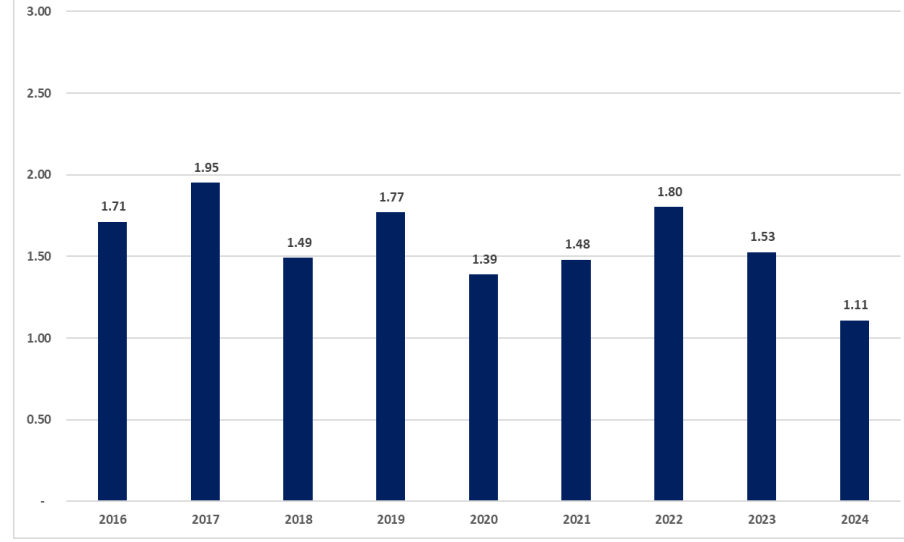
Net revenue available for debt service divided by debt service per S&P
= Total Debt Service Coverage

Debt Service Coverage Metrics

Moody's Debt Service Coverage - Total Debt



Moody's Adjusted Debt Service Coverage - Total Debt



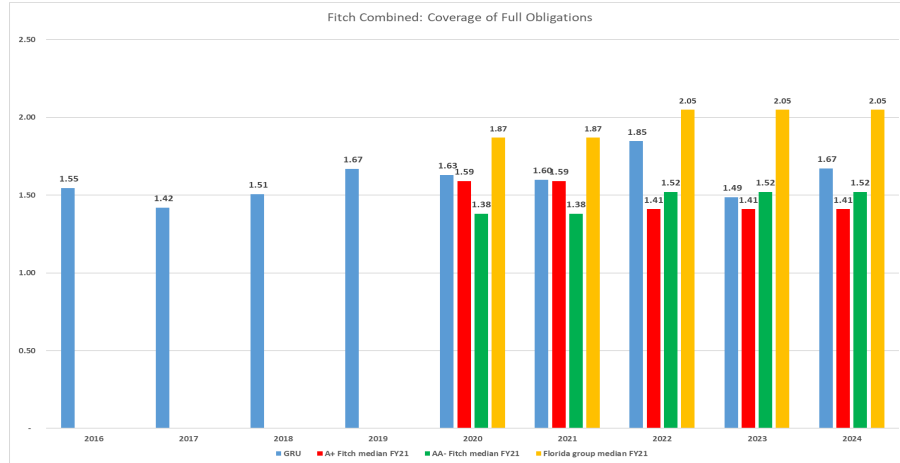
MOODY'S DEBT SERVICE COVERAGE FORMULA

Net Revenues
 Total Debt Service
 Net revenues divided by total debt service
= Total debt Service Coverage

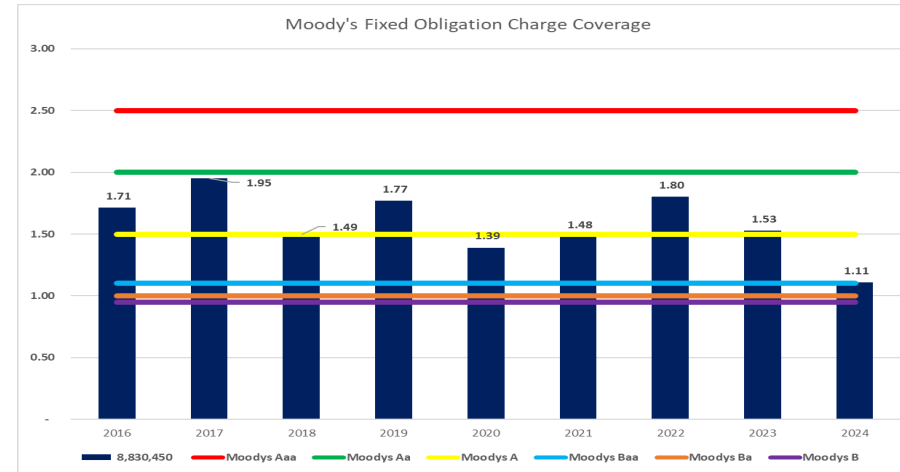
MOODY'S ADJUSTED DEBT SERVICE COVERAGE FORMULA

Total Operating Revenues
 Less GFT
 Plus BABS Rebate
 Interest income
 Plus Other Income (Expense)
= Gross Revenues & Income
 Less Total Operating Expenses Net of Dep. & Amort.
= Net Revenues
 Net revenues divided by total debt service
= Adjusted Debt Service Coverage - Total Debt

Coverage of Fixed Obligations Metrics



Florida group= Tallahassee, JEA, OUC, and Lakeland



FITCH COMBINED COVERAGE OF FULL OBLIGATIONS FORMULA

Operating Income
 BABS Subsidy
 Depreciation & Amortization
 Interest Income
= Funds Available for Debt Service
 Add Fitch adjustment for purchased power & gas
 Less GFT
= Adjusted Funds Available for Debt Service
 Interest expense on long-term debt
 Prior year current maturities of debt
= Debt Service
 + Fitch purchased power adjustment
= Total Fixed Obligations
 Adjusted funds available for debt service divided by total fixed obligations
= Coverage of full obligations

MOODY'S FIXED OBLIGATION CHARGE COVERAGE FORMULA

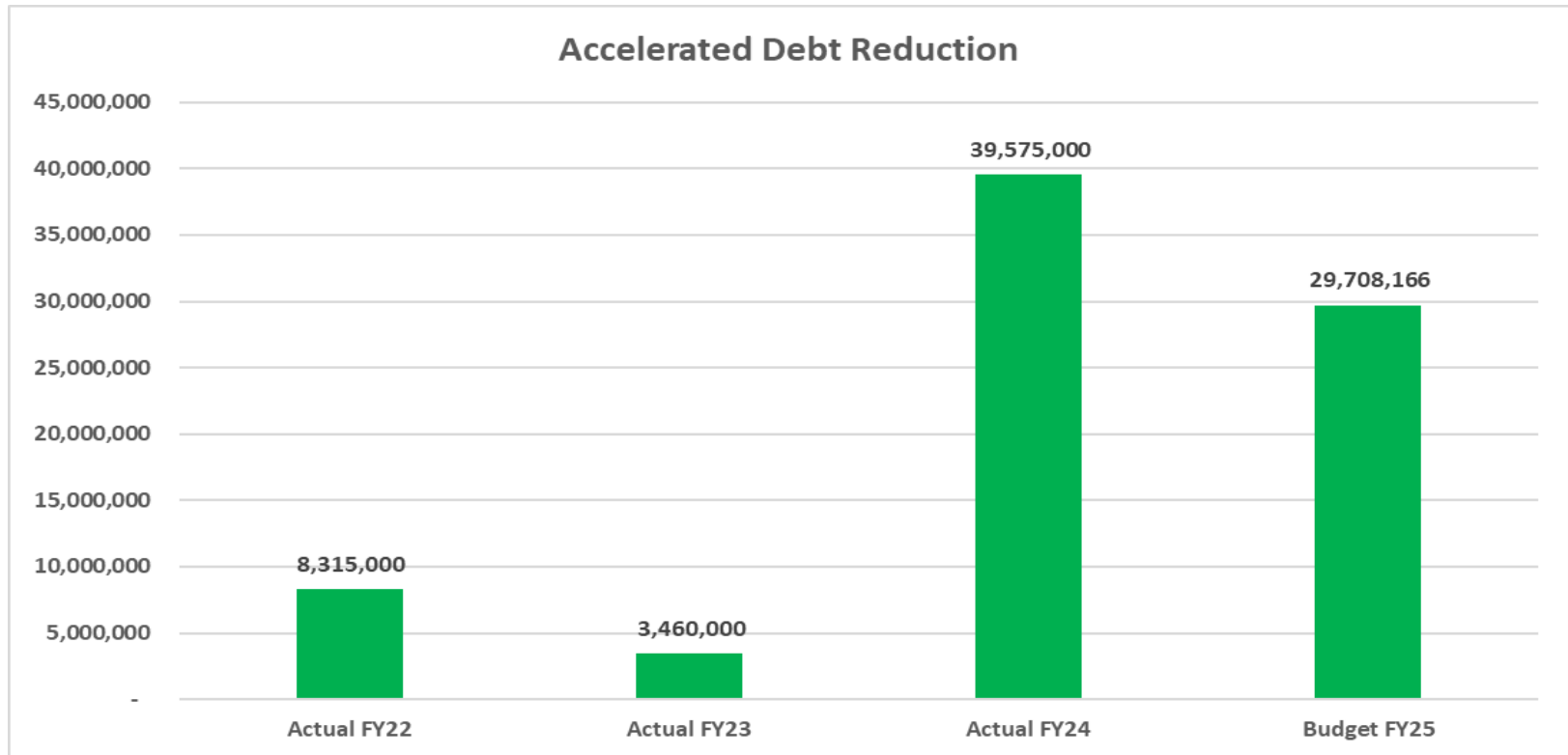
Total Operating Revenues
 Less GFT
 Plus BABS Rebate
 Interest income
 Plus Other Income (Expense)
= Gross Revenues & Income
 Less Total Operating Expenses Net of Dep. & Amort.
= Funds Available to Meet Fixed Obligations
 Funds available to meet fixed obligations divided by total debt service
= Fixed Obligation Charge Coverage

Coverage Metrics

Actions to Preserve Appropriate Coverage Levels

- Net Debt Reduction Program- resources are committed to go towards debt payments or to cash fund future capital projects, thereby reducing the amount of future debt to be issued
 - Reduction in GSC
 - Budget cuts
- Debt Management Policy amendment in 2024 incorporated a debt defeasance program and the adoption of target financial metrics
 - Debt to capitalization ratio to 70%
- GRUs goal to attain or improve the following ratings:
 - Fitch AA, S&P AA, and Moody's Aa2 (the Moody's equivalent of AA)

Accelerated Debt Reduction





Gainesville Regional Utilities Authority Agenda Item Report

File Number: 2025-632

Agenda Date: August 13, 2025

Department: Gainesville Regional Utilities

Title: 2025-632 GRU Review July, 2025 (B)

Department: Gainesville Regional Utilities/Office of the Chief Executive Officer

Description: An update to the Board on the significant and most meaningful events since the last board meeting. The GRU review isn't meant to replace all the granularity of the State of the Utility (which is included under Consent Agenda), it is intended to supplement it and can evolve over time depending on the requirements set forth by the Board.

Fiscal Note: None

Recommendation: The Authority hear a presentation from the CEO and ask questions if desired.

GRU Review

July 2025



CUSTOMER FIRST

ONE UTILITY. ONE GOAL.

- Vacancy rate fell from **7.98%** in June to **7.76%** in July.
- People office is staffed up to **6** employees and is working on a transition plan with the city.
- First collective bargaining meeting was held on **Aug. 4** to establish ground rules.

Financial Performance

















PROFIT / (LOSS)

	Actual as of June 30			Budget	Favorable	%
	2023	2024	2025	2025	(Unfavorable)	Difference
Electric	3,861,113	19,435,353	20,766,793	19,481,407	1,285,386	6.60%
Water	3,548,666	3,623,061	2,477,516	1,938,255	539,261	27.82%
Wastewater	5,853,869	14,944,562	13,321,640	6,425,946	6,895,694	107.31%
Gas	1,030,279	3,057,326	3,516,404	2,986,968	529,436	17.72%
GRUCom	(2,850,258)	2,562,808	(1,918,058)	(3,124,080)	1,206,022	38.60%
Total	11,443,669	43,623,110	38,164,295	27,708,496	10,455,799	37.73%

Key Financial Variances

Variance	In Millions of Dollars
System-Wide Revenues	\$11.1
Federal/State Grants	\$4.7
GRUCOM non-labor	\$.7 M
Turbine/Boiler outages	(\$2.7)
Software Systems (FMIS & AMI)	(\$2.2)
Insurance Expense	(\$.8)
Wages/Salaries/Fringes	(\$.4)

Financial Metrics

FINANCIAL METRICS June 30, 2025							
Days Cash on Hand	Days of Liquidity	Debt Service Coverage	Coverage of Fixed Obligations	Debt to Capitalization	Capex vs Depreciation	Accumulated vs Annual Depreciation	Book Value vs Annual Depreciation
192 	397 	1.56 	1.48 	82.47 	0.978 	19.04 	22.36 
Target: ≥ 250	Target: ≥ 300	Target: ≥ 1.70	Target: ≥ 1.3	Target: $\leq 70\%$	Target: $\geq 1X$	Target: ≥ 15 years	Target: ≥ 15 years
FINANCIAL METRICS June 30, 2024							
Days Cash on Hand	Days of Liquidity	Debt Service Coverage	Coverage of Fixed Obligations	Debt to Capitalization	Capex vs Depreciation	Accumulated vs Annual Depreciation	Book Value vs Annual Depreciation
221 	448 	1.76 	1.61 	84.7 	0.911 	18.63 	23.25 
Target: ≥ 250	Target: ≥ 300	Target: ≥ 1.70	Target: ≥ 1.3	Target: $\leq 70\%$	Target: $\geq 1X$	Target: ≥ 15 years	Target: ≥ 15 years

Community

- Five local high school students interned for eight-week TeensWork Alachua Summer Youth Employment Program.
- Williams Elementary Supply Drive.
- Hosted 3rd Annual Youth Academy
- Water/Wastewater outreach to 40 students at Girls Place.
- Director Skinner speaking engagement at The Village at Gainesville.
- Director Skinner highlighted in CEOWORLD Magazine.
- Hosting 25th annual benefit golf tourney for Williams Elementary on Aug. 16.

- Aug. 30 – Paydown \$26,420,000 of O/S Debt
- Total debt acceleration since 2020 - \$78,175,000
- Financial impact:
 - Interest expense avoided - \$7,410,244
 - Escrow earnings - \$3,343,939
 - Total - \$10,754,183

- Appeal before 1st DCA:
 - City's motion to expedite was denied on July 29
 - Motion to Preserve Jurisdiction
- Emergency Motion for Stay at 8th Judicial Court
 - Denied on August 7
- Complaint for Declaratory Judgement and Injunctive Relief at 8th Judicial Court



**Gainesville Regional Utilities Authority
Agenda Item Report**

File Number: 2025-633

Agenda Date: August 13, 2025

Department: Gainesville Regional Utilities

Title: 2025-633 GRU Emergency Management Update (B)

Department: Gainesville Regional Utilities/Safety & Training

Description: Presentation to the board on the current actions of GRU Emergency Management and preparations for the Atlantic storm season

Fiscal Note: None

Recommendation: The GRU Authority hear the presentation and present any relevant questions.

2025 Emergency Management Outlook

GRU Authority Board Presentation
August 13, 2025

- Emergency Preparedness
- Climatology
- 2025 Storm Season Forecast
- Gray-Sky Organization
- Gray-Sky Roles
- Preparation & Training

■ **Utility Emergency Preparedness**

- Vehicle collisions with utility infrastructure
- Falling trees affecting utility infrastructure
- Trees pulling utilities out of the ground
- Other excavators impacting utility infrastructure
- Vandalism and sabotage
- Areal flooding
- Tropical cyclones (tropical depressions, tropical storms, hurricanes)

Paths of Known Tropical Cyclones Near Florida Since 1842

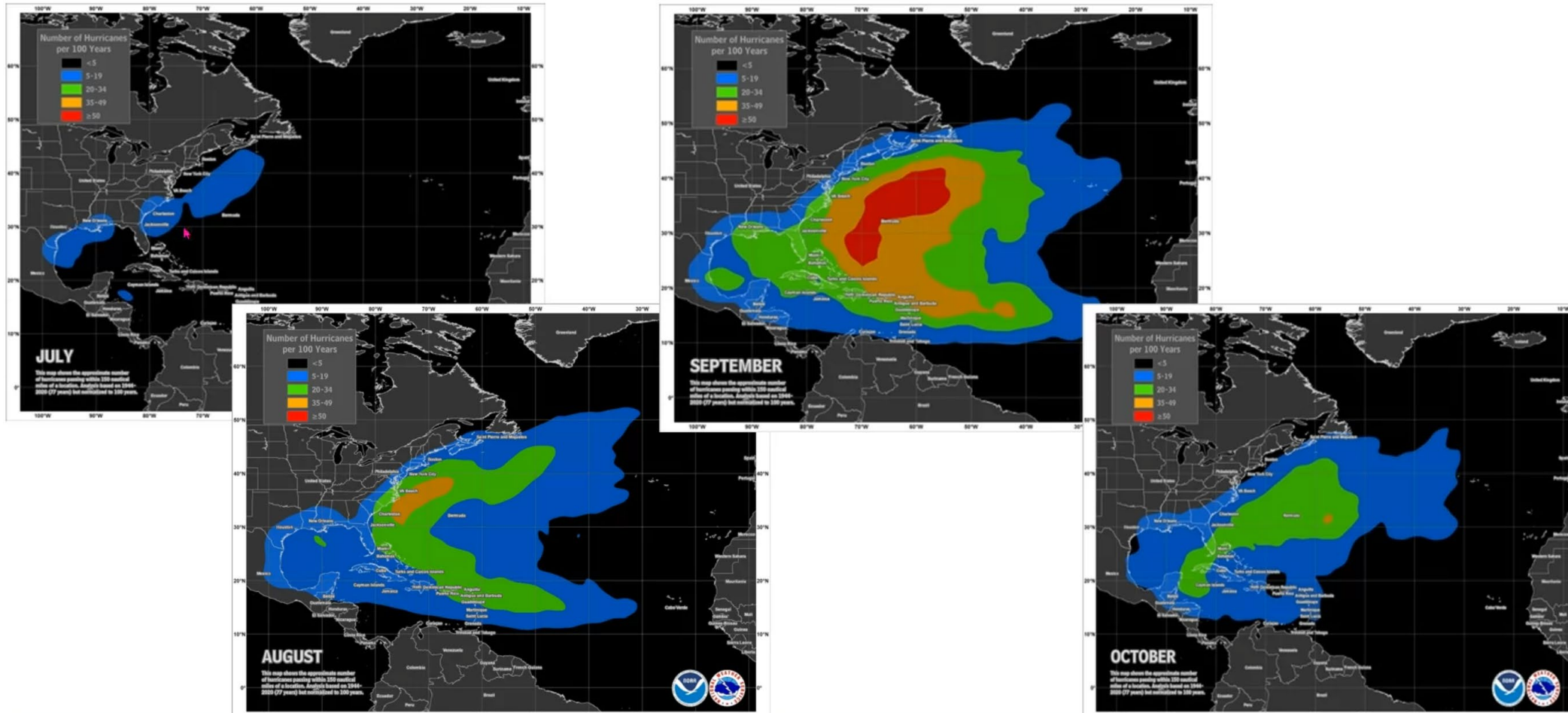


Climatology

A Closer Look – 50 miles around Gainesville



The Atlantic Season Runs June 1st through November 30th

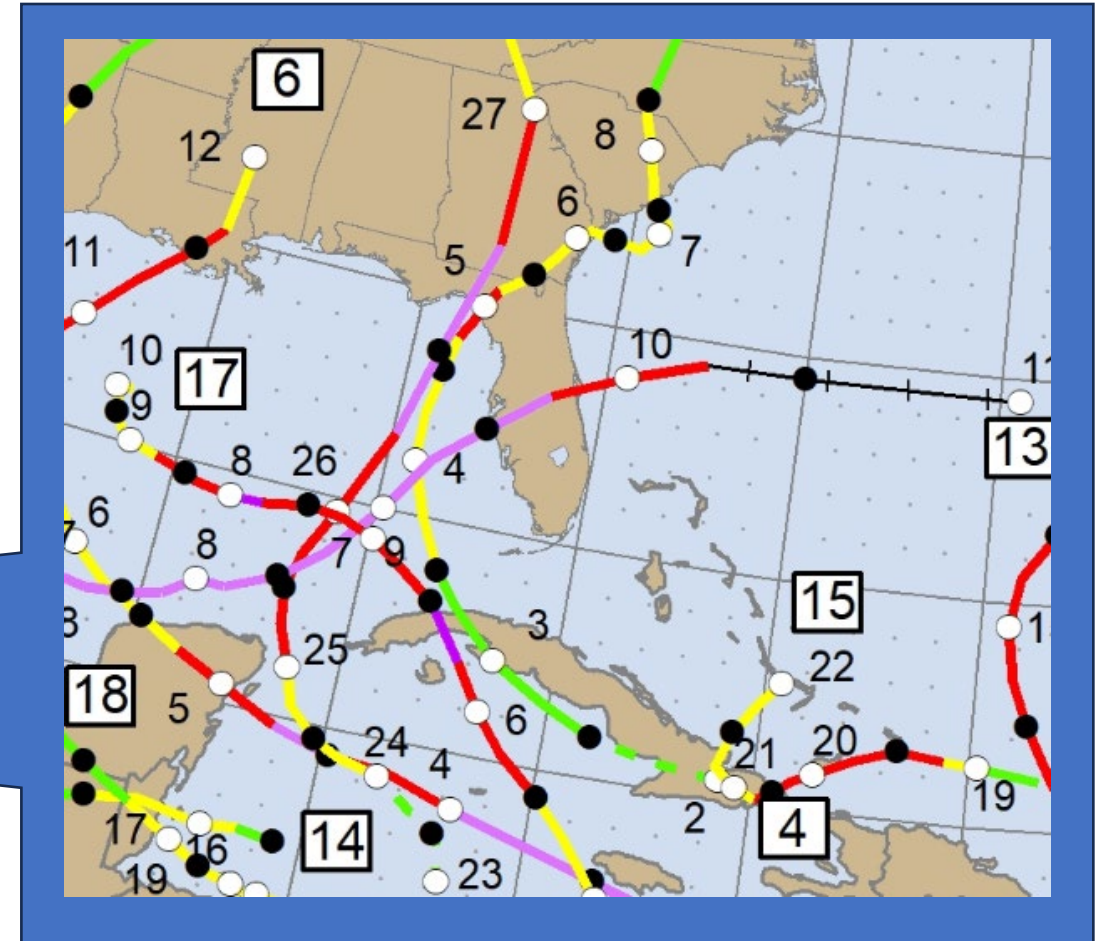
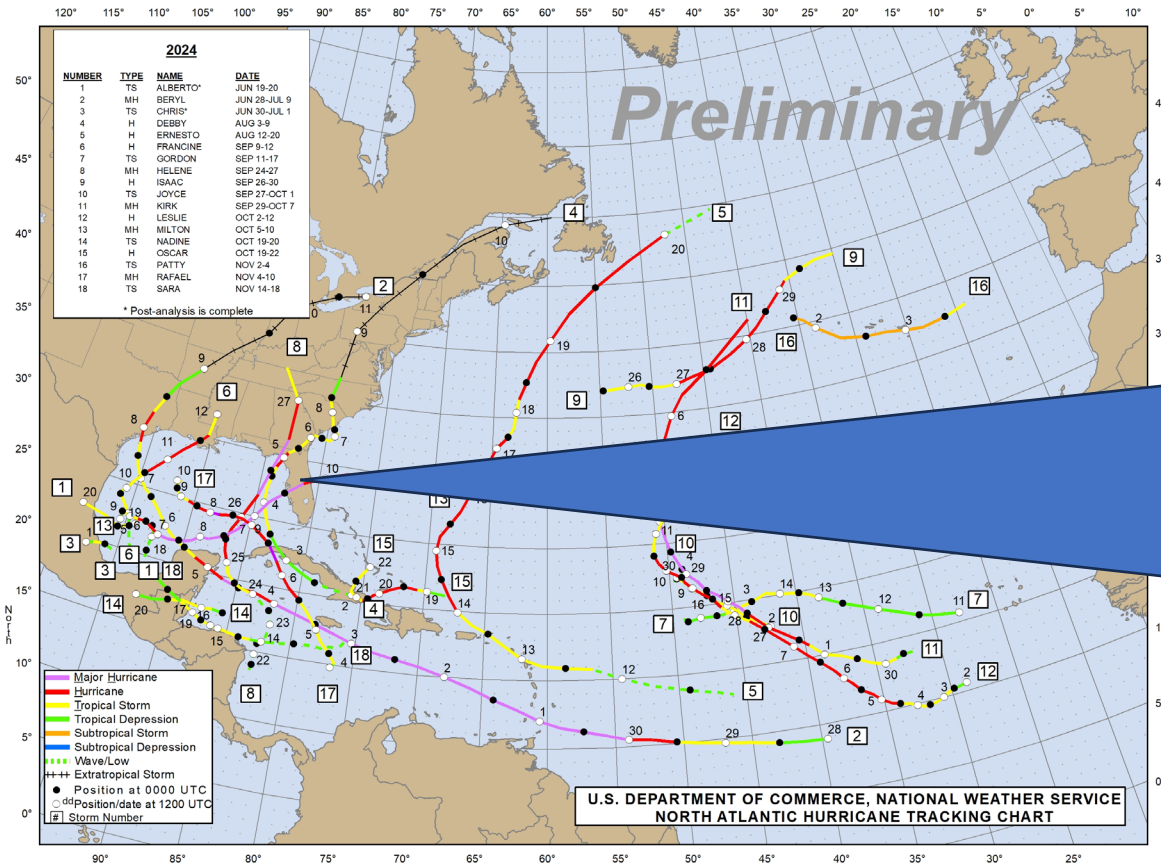




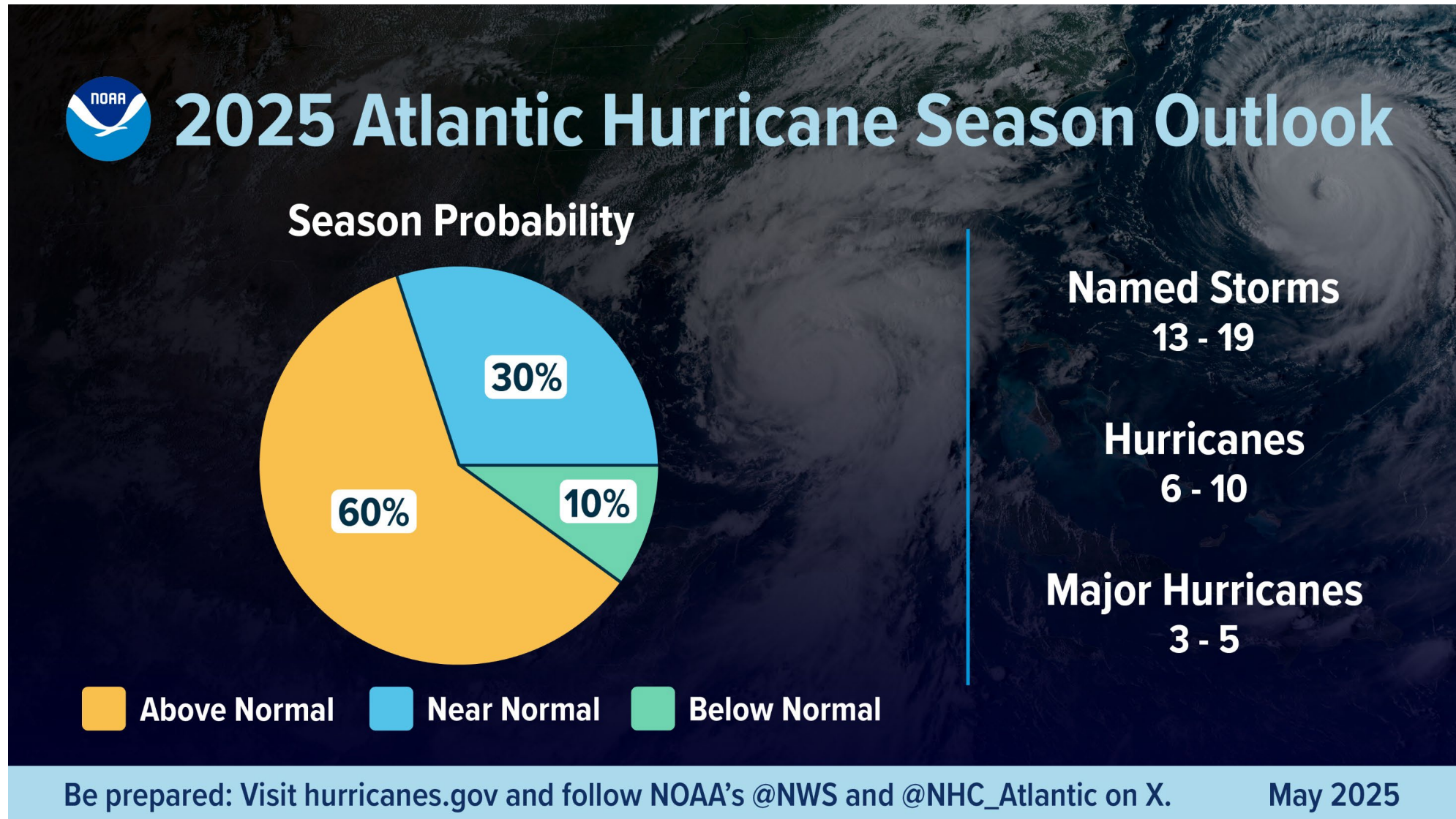
2025 Storm Season

2025 Season Forecast

A look back at 2024



2025 Season Forecast



2025 Season Forecast



2025 Atlantic Tropical Cyclone Names

~~Andrea~~

~~Barry~~

~~Chantal~~

~~Dexter~~

Erin

Fernand

Gabrielle

Humberto

Imelda

Jerry

Karen

Lorenzo

Melissa

Nestor

Olga

Pablo

Rebekah

Sebastien

Tanya

Van

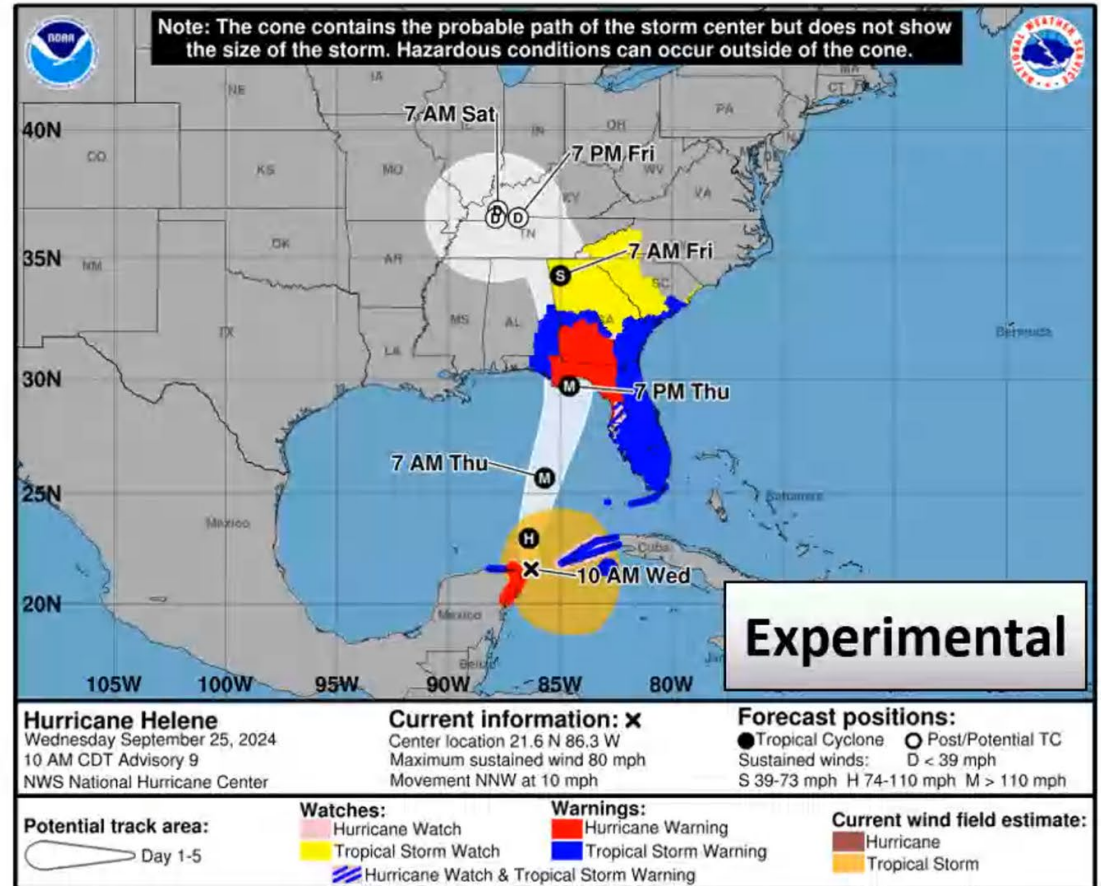
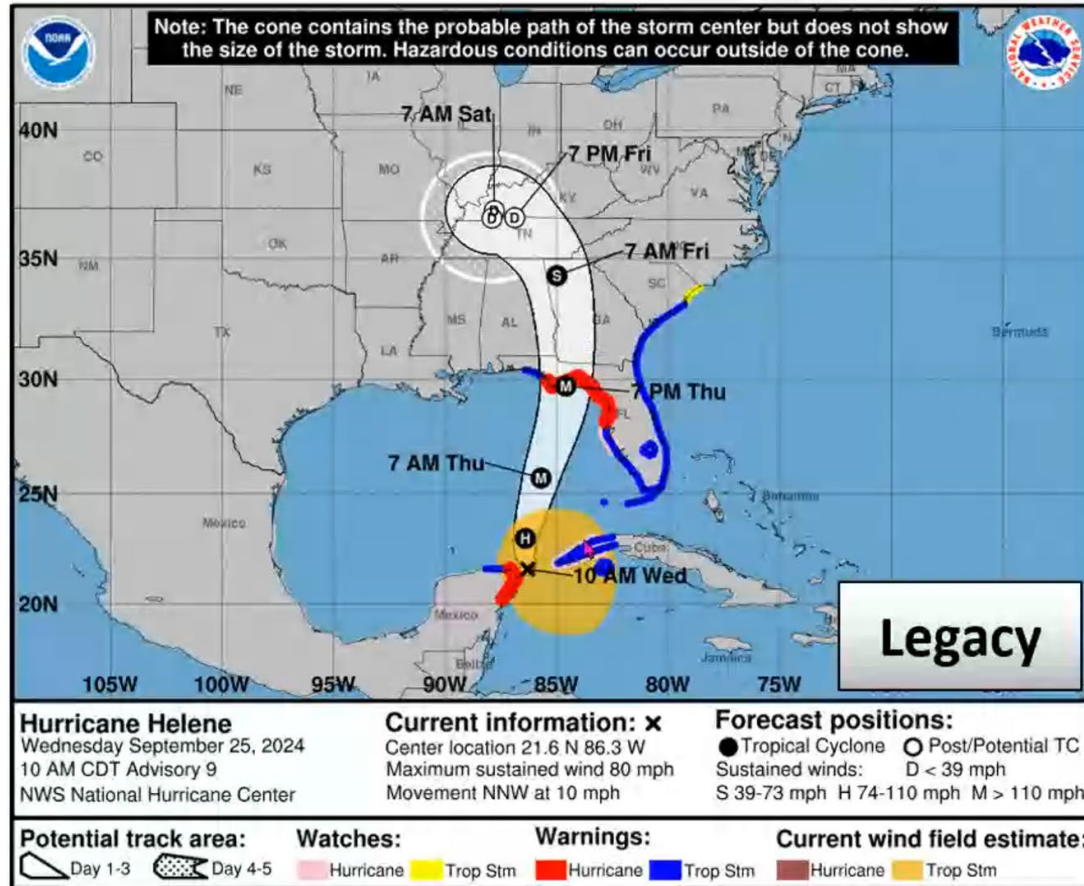
Wendy

Be prepared: Visit hurricanes.gov and follow NOAA's @NWS and @NHC_Atlantic on X.

May 2025

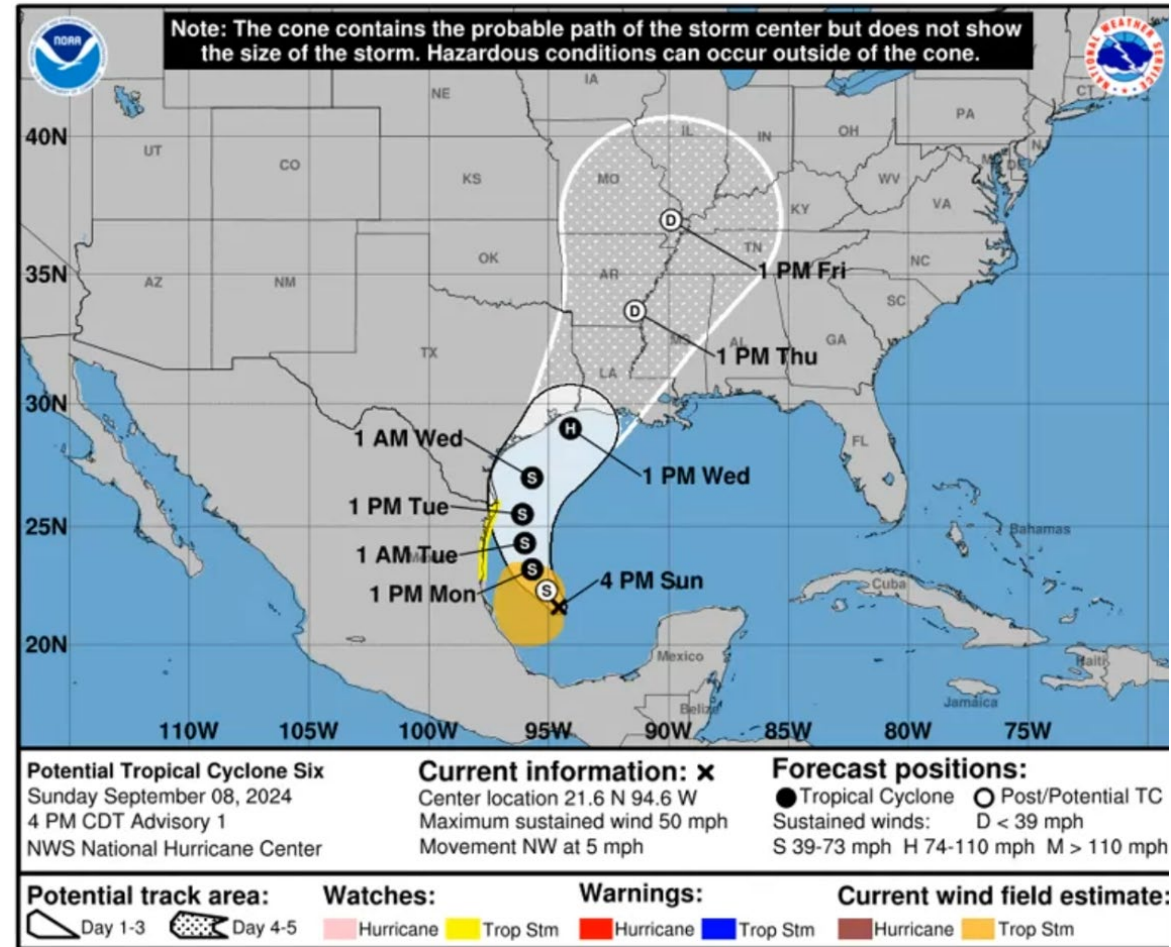
2025 Season Forecast

Inland Watches/Warnings Experimental Graphic



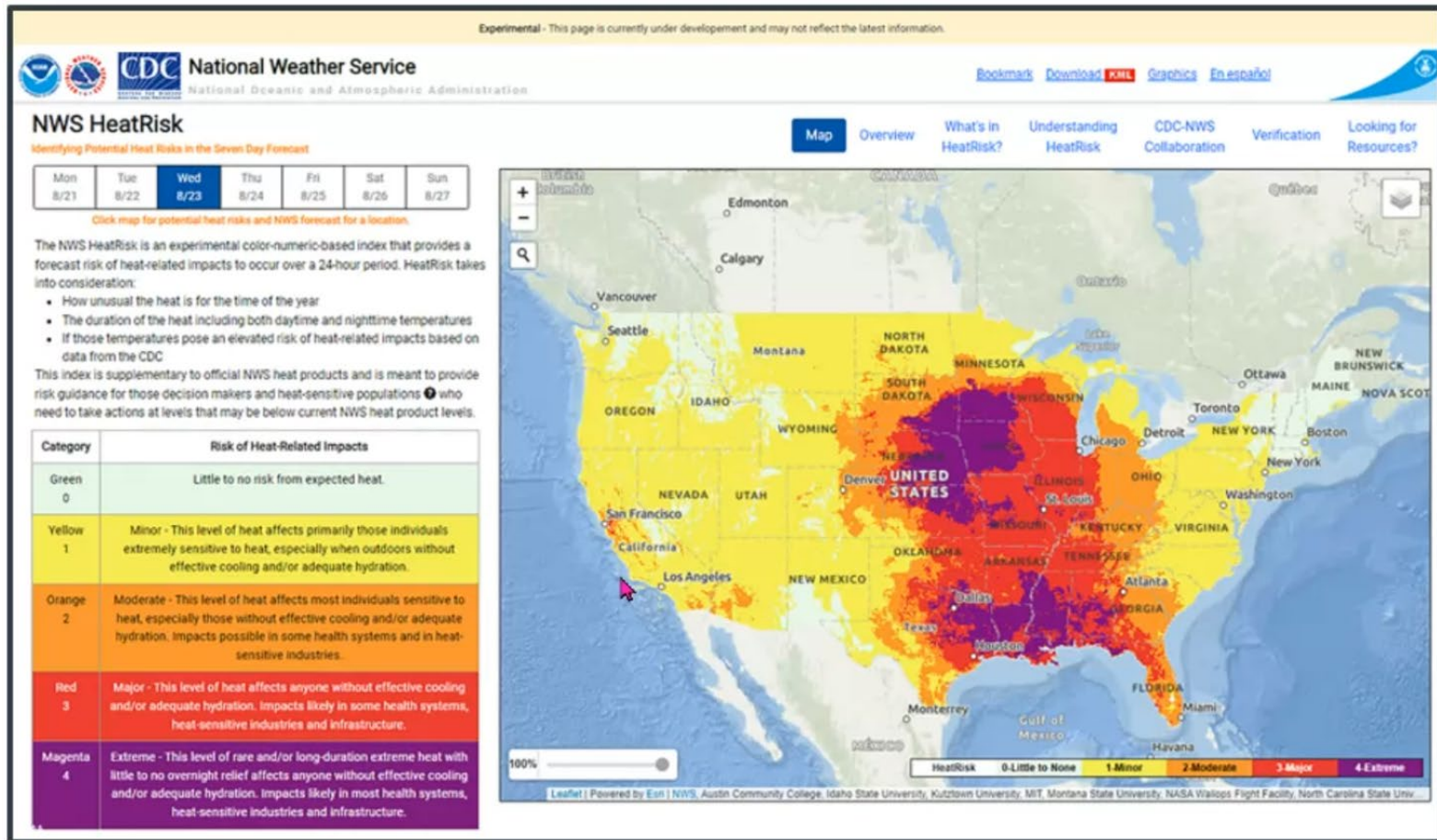
2025 Season Forecast

Potential Tropical Cyclones – 72 hour Advanced Notification



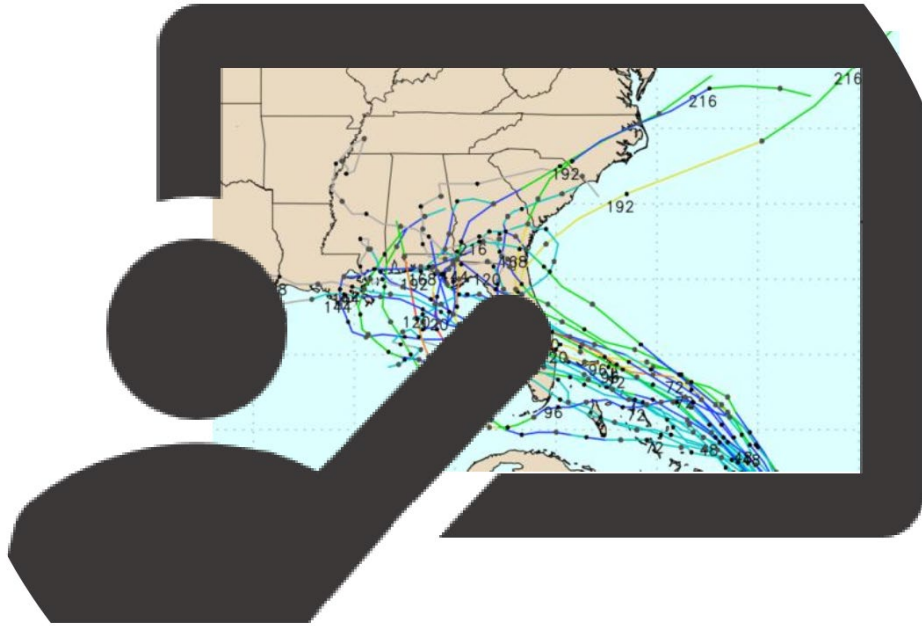
Post-Storm Heat Risk Notifications

Category	Risk of Heat-Related Impacts
Green 0	Little to no risk from expected heat.
Yellow 1	Minor - This level of heat affects primarily those individuals extremely sensitive to heat, especially when outdoors without effective cooling and/or adequate hydration.
Orange 2	Moderate - This level of heat affects most individuals sensitive to heat, especially those without effective cooling and/or adequate hydration. Impacts possible in some health systems and in heat-sensitive industries.
Red 3	Major - This level of heat affects anyone without effective cooling and/or adequate hydration. Impacts likely in some health systems, heat-sensitive industries and infrastructure.
Magenta 4	Extreme - This level of rare and/or long-duration extreme heat with little to no overnight relief affects anyone without effective cooling and/or adequate hydration. Impacts likely in most health systems, heat-sensitive industries and infrastructure.



2025 Season Forecast

Forecast Source Caution



Sensationalism vs Science

- ✓ Show only one forecast model
- ✓ Specify impacts too early
- ✓ Early landfall predictions
- ✓ Tend to base actions on first forecast

Social “Media-rogists”

- ✓ Hype vs Science
- ✓ Clicks vs Credibility
- ✓ Distant Friends & Family (good intentions)

Trusted Source – One Team

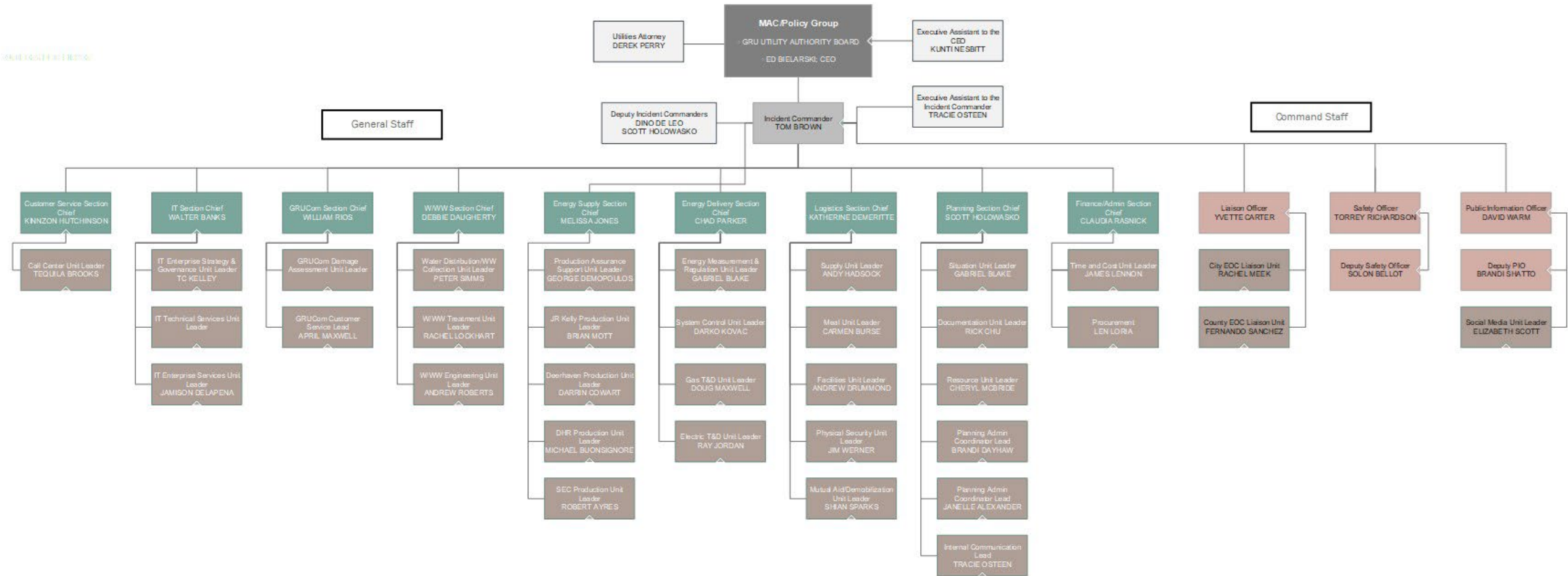
- ✓ NHC → NWS → FDEM → City/GRU



Gray-Sky Operations

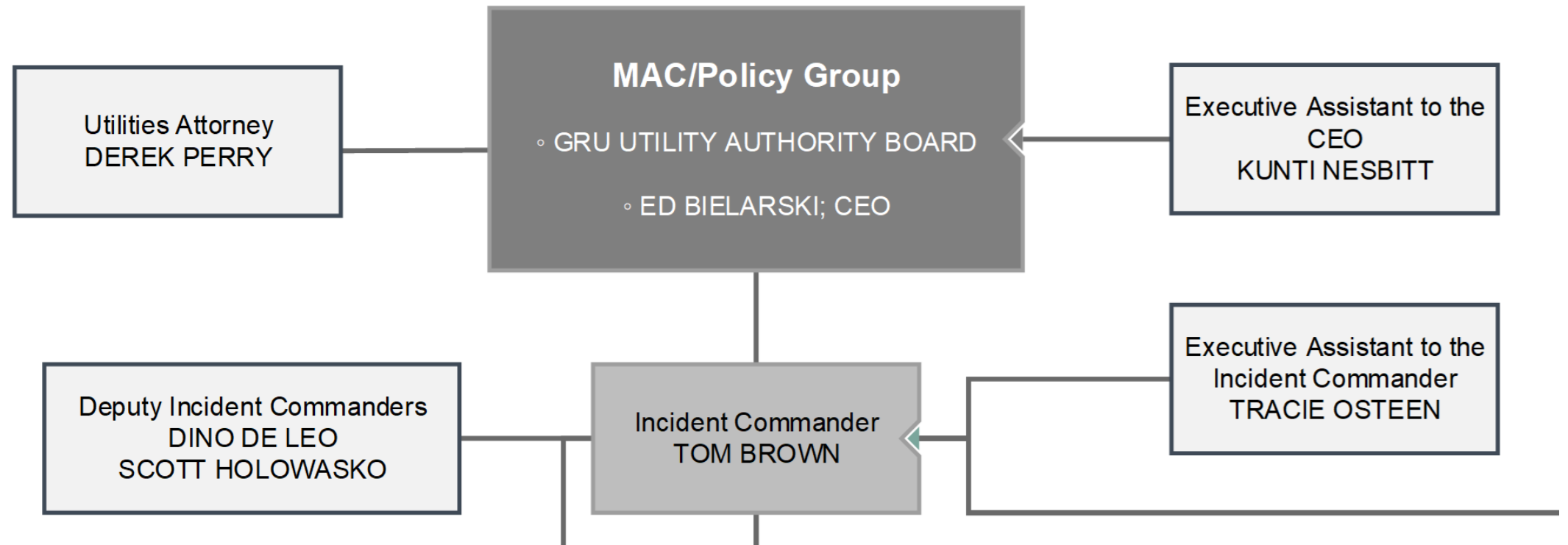
Gray-Sky Organization

Full-Activation Organizational Chart



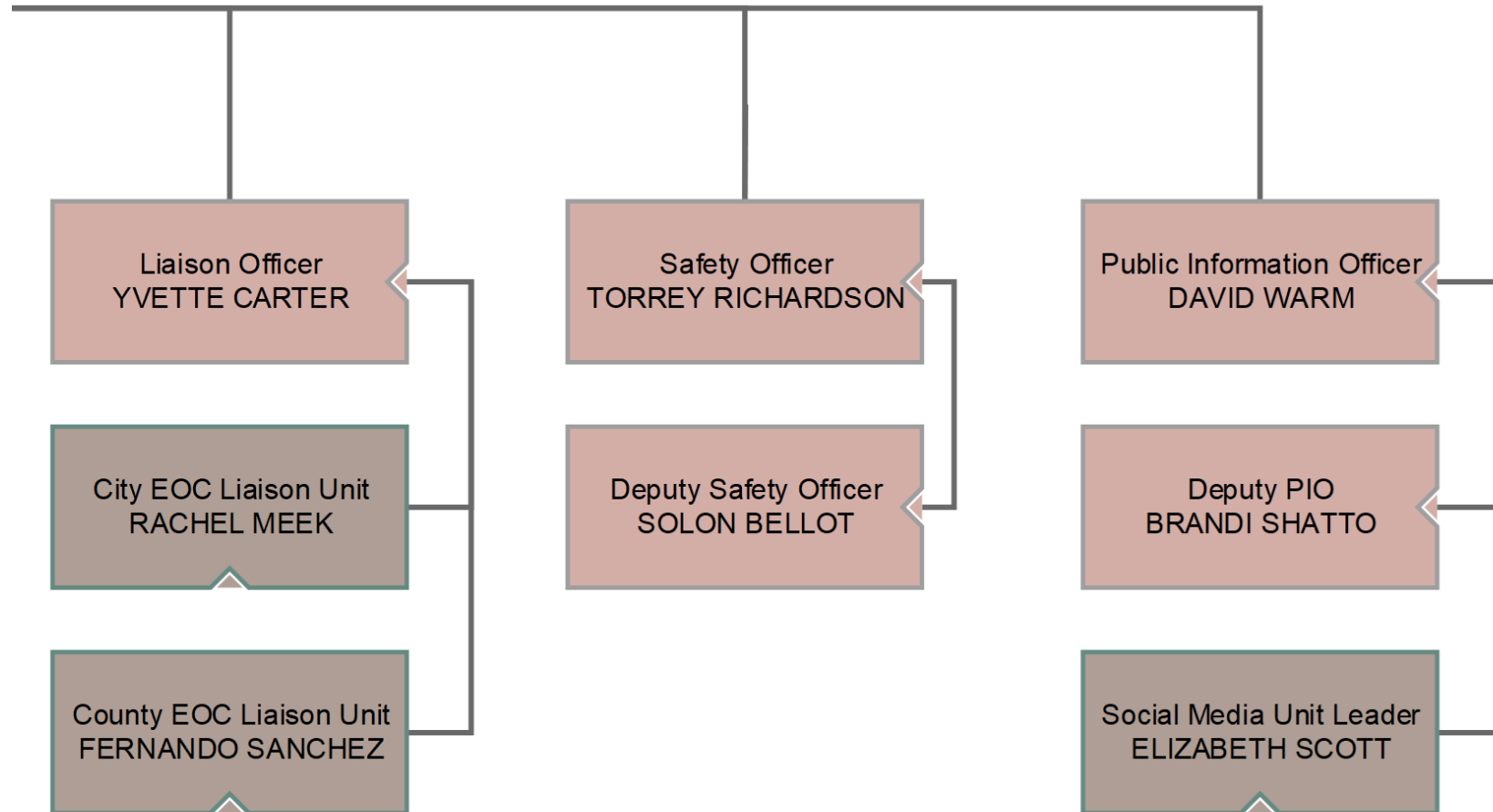
Gray-Sky Organization

Command Group



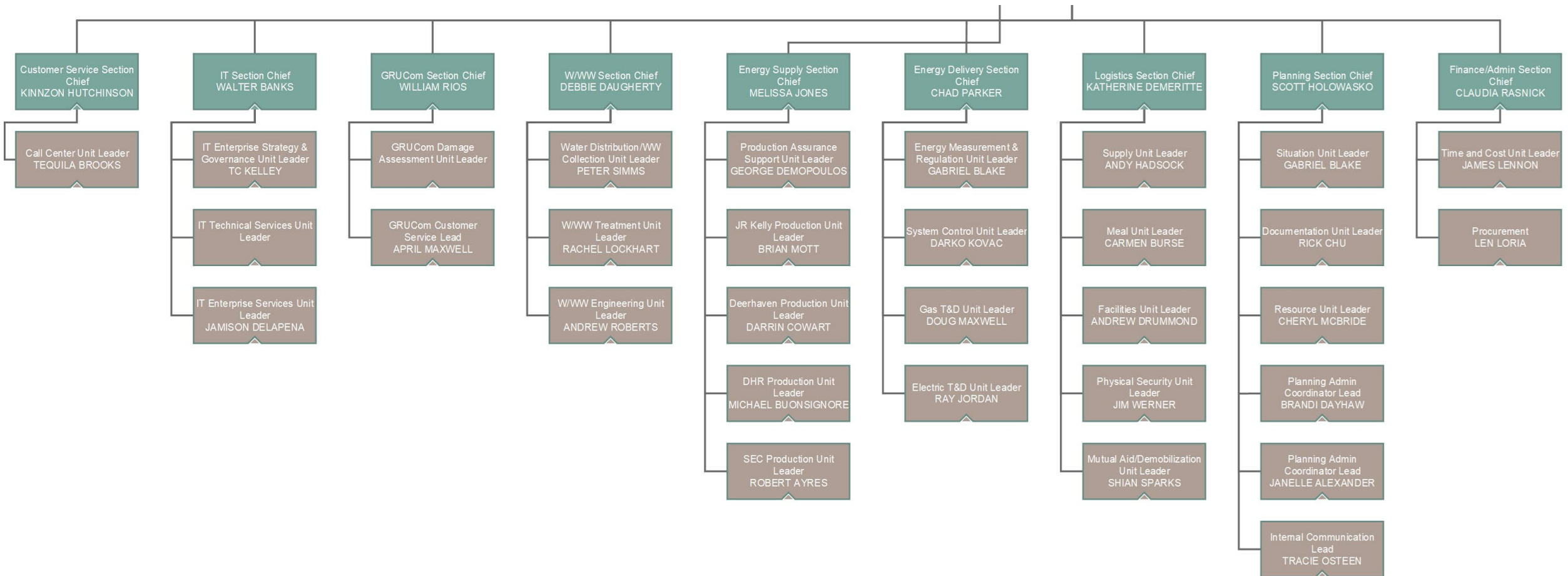
Gray-Sky Organization

Command Staff



Gray-Sky Organization

General Staff






Preparation & Training

General FEMA Training Requirements

- **All Employees: IS-100.c, IS-200.c, IS-700.b & IS-907.a**
- **Leads/Supervisors/Managers: above plus IS-800.d ***
- **Mission-Specific Leadership: above plus G-300 V.2019**
- **Section Chiefs: above plus G-400 V.2019**
- **Incident Command Staff & Liaisons: all above plus G-191**
- ***NOTE: All Unit, Section & Command positions build to three-deep***



Other E.M. Discussion

Fire & Emergency Evacuation Procedures

- Goal:
 - All administrative and operational facilities have individual evacuation procedures
 - All facilities have an evacuation drill at least once each calendar year
- Admin Building Evacuation drill scheduled at 0815 on Wednesday, 8/20/25
- 3-year plan: To have an Emergency Action Plan for the Utility
 - Individual Departments each have an annex to the plan with specific sections

FDEM State-Level Programs

- Florida Recovery Obligation Calculation (F-ROC) Program
 - Up to 80% reimbursement of large projects upon obligation
 - Annual registration
 - Annual pre-disaster assessment
 - Post-disaster Questionnaire
- Mutual Aid & DEMES
 - Electric; APPA & FMEA
 - Water/Wastewater; FlaWARN
 - DEMES – new program from FDEM



Questions

File Number: 2025-634

Agenda Date: August 13, 2025

Department: Gainesville Regional Utilities

Title: 2025-634 Groundwater Recharge Wetland – Grant Agreement and Contract Amendment (B)

Department: Gainesville Regional Utilities/Water/Wastewater

Description: GRU is currently designing a groundwater recharge wetland, also known as the Southwest Nature Park. The project is being constructed with cost-share funding from the Suwannee River Water Management District (SRWMD) and the Florida Department of Environmental Protection (FDEP), which are contributing 50 percent of the total project cost. Alachua County will partner with GRU to manage public access to the site once construction is complete.

The project will receive reclaimed water from the Kanapaha Water Reclamation Facility (KWRF) and recharge the Floridan aquifer with high-quality, low-nutrient water after percolating through a constructed wetland system. The groundwater recharge will help GRU meet its regulatory obligation to offset its impacts from groundwater withdrawals. The project will also provide a cost-effective, long-term solution for beneficial reuse of reclaimed water from the KWRF to support GRU's needs as our community grows.

Fiscal Note:

Total Project Cost: \$16,610,000

Grant Funding: \$8,305,000 (50 percent)

GRU Share: \$8,305,000 (50 percent)

In March 2020, GRU and SRWMD entered into a funding agreement for up to \$1 million to support the acquisition of a project site. GRU acquired the property in January 2021 for a total cost of \$1,953,617, with FDEP and SRWMD contributing \$976,808 (50 percent of the actual cost) for the property acquisition.

In November 2021, GRU and SRWMD amended the funding agreement to increase the grant funding amount to \$1,500,000 to support 50 percent of the estimated design and permitting costs. In February 2023, GRU and SRWMD executed another funding agreement providing an additional \$4,600,000 in grant funding for construction.

Estimated construction costs have increased from the original 2021 estimate of \$12,000,000 to \$16,610,000. GRU submitted a grant application to FDEP requesting an additional \$2,205,000 in funding to cover 50 percent of the cost increase which FDEP awarded in March 2025. The total funding awarded to date is \$8,305,000.

For GRU to receive the additional funding, FDEP and SRWMD requested to amend the existing agreement and enter a new agreement. The existing agreement will be amended to reduce the amount to \$1,500,000 and the new agreement will provide the remaining \$6,805,000.

In February 2022, the City Commission authorized GRU to negotiate and execute a contract with the top-ranked design-build firm, selected through a Request for Statement of Qualifications process, with a total project budget for design and construction not to exceed \$10,000,000. The design and construction cost are now estimated at \$14,610,000. The cost to design and construct the project are included in the 10-year capital budget plan for wastewater with construction expected to be complete by calendar year 2029.

Recommendation: The GRU Authority authorize the CEO, or designee, to enter into a Fifth Amendment to the Agreement (#19/20-147) to reduce the Agreement's grant funding to \$1,500,000 and amend the Work Plan. to enter into a new, separate Memorandum of Agreement (#24/25-165) for FDEP matching grant funds of \$6,805,000. to execute an amendment to the design-build contract to reflect a total project cost not to exceed \$14,610,000, subject to approval by the Utility Attorney as to form and legality, and in accordance with the annually approved GRU budget.

**FIFTH AMENDMENT
TO
MEMORANDUM OF AGREEMENT #19/20-147
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES (GRU)**

THIS AMENDMENT is entered into upon final execution by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and the City of Gainesville d/b/a Gainesville Regional Utilities (GRU), a Florida municipal corporation, whose address is P.O. Box 14117 Station E3-F, Gainesville Florida 32614-7117 (hereinafter the "COOPERATOR").

WITNESSETH:

WHEREAS, on March 27, 2020, DISTRICT and COOPERATOR entered into Memorandum of Agreement SRWMD Contract #19/20-147 for the Groundwater Recharge Wetland Project, (hereinafter the "MOA"); and

WHEREAS, on November 10, 2021 the District executed Amendment 1 to provide additional funding and modify the Work Plan and

WHEREAS, on August 17, 2022 the District executed Amendment 2 to modify the Work Plan and

WHEREAS, on July 8, 2024 the District executed Amendment 3 to modify the Work Plan and extend the Task 3 end date and

WHEREAS, on January 6, 2025 the District executed Amendment 4 to modify the Work Plan, add Task 5 for Construction, increase the funding total from \$1,500,000 to \$6,100,000 and extend the end date and

WHEREAS the Florida Department of Environmental Protection has amended WS004 to remove Task 5, decrease the funding of the Project in WS004, and terminated WSA07 the DISTRICT and COOPERATOR now desire to remove Task 5 and decrease funds from 19/20-147, amend the Work plan and terminate contract 22/23-069 and

NOW THEREFORE in consideration of the terms and conditions set forth herein DISTRICT and COOPERATOR do covenant and hereby agree as follows:

The AGREEMENT is hereby amended, altered, and changed as follows:

1. EXHIBIT A-4, PROJECT DESCRIPTION AND SCOPE OF WORK, is hereby deleted in its entirety and replaced with PROJECT DESCRIPTION AND GRANT WORK PLAN EXHIBIT A-5, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to EXHIBIT A-4 shall hereinafter refer to Project Description and Grant Work Plan EXHIBIT A-5.

2. Attachment B-1 SRWMD Reimbursement Request Summary Form is replaced by "Payment Request Summary Form B-1 Rev. 6/26/2025". (electronic copy will be provided in excel)
3. Progress Report 1920-147 Exhibit A Progress Report Form Amend 5 supersedes prior report forms. (electronic copy will be provided in Word)
4. This Project is funded through an agreement (WS004, SRWMD Contract 19/20-054) between the DISTRICT and the Florida Department of Environmental Protection (FDEP) which is attached and made a part of the agreement. Work must be concluded as defined in WS004 Amendment #5.

Except as expressly set out herein, all other terms and conditions of the MOA shall remain unchanged and is hereby ratified by the parties.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, as of the day and year first specified.

EXECUTED this _____ day of _____, 2025, by COOPERATOR.

GAINESVILLE REGIONAL UTILITIES (GRU)

Approved as to Form and Legality

By: _____

By _____

Ed Bielarski

Derek D. Perry
Utilities Attorney
Gainesville Regional Utilities

Chief Executive Officer
Gainesville Regional Utilities
BielarskiEJ@cgru.com

EXECUTED, by DISTRICT.

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

By: _____

Hugh Thomas

As its Executive Director

PROJECT DESCRIPTION AND GRANT WORK PLAN**EXHIBIT A-5**

PROJECT TITLE: Alternative Water Supplies; SRWMD – Groundwater Recharge Wetland (SRWS00129A) (“Project”)

PROJECT LOCATION: Alachua County – Lat/Long (29.6212, -82.4760). (“Project site”)

PROJECT BACKGROUND: The Minimum Flows and Minimum Levels for the Lower Santa Fe and Ichetucknee Rivers were identified as being in recovery in the North Florida Regional Water Supply Plan, approved in 2017. The multi-phase Groundwater Recharge Wetland project was proposed as a solution to meet the current and future water supply demands while protecting the natural resources. Phase I of this project will support the purchasing of land sized to accommodate the wetland and estimated recharge goals, with public access and passive recreation being the secondary purpose, as the land will also serve as a public park. The COOPERATOR will then conduct preconstruction assessments of the purchased land, of which the results will assist in the design and permitting of the project. Funding associated with final preconstruction activities, and the construction of the wetland is provided under DEP agreement WS119. The constructed wetlands will provide additional polishing of nutrients to support the Santa Fe Basin Management Action Plan (BMAP) and reduce nutrient loading in the associated Priority Springs.

PROJECT DESCRIPTION: The Suwannee River Water Management District (DISTRICT) will contract with Gainesville Regional Utilities (COOPERATOR) to conduct preconstruction activities for a groundwater recharge wetland using reclaimed water from the Kanapaha Water Reclamation or other regional reclamation facilities. In addition, the COOPERATOR will purchase land to accommodate the wetland and estimated recharge goals for the project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project cost: \$8,305,000 from COOPERATOR. The total project cost will be funded through multiple agreements. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

The DISTRICT does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS AND DELIVERABLES**Task 1: Coordination with Local Cooperator**

Documentation: Fully Executed cost reimbursement agreement.

Deliverables: Signed agreement between COOPERATOR and DISTRICT.

Task 2: Project Phase I Completion

Documentation: The project will require land acquisition. The COOPERATOR will pursue site selection, preacquisition geotechnical evaluation to accommodate the wetland, property appraisals; title exam/insurance; an environmental and ecological site assessment; property, topographic and tree survey; boundary map and acreage certification; obtaining special use permit or special exception from Alachua County for a project; and closing and receipt of deed.

Deliverables: If the title is fee simple: Purchase of the property must be evidenced by copies of the appraisals, the closing statement or all closing documents, title exam/insurance, environmental site assessment results, property survey, boundary map and acreage certification and deed.

If the title is held as less than fee simple: Documentation of property rights to use each of the parcels needed to construct the project. Documentation shall include copies of Access Agreements, License Agreements, Leases, Easements and /or right-of-way permits, boundary map(s), as applicable to each parcel, and proof of payment of associated fees where required.

Performance Standard: The DISTRICT's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the DISTRICT's Grant Manager of the deliverables under this task, the COOPERATOR may proceed with payment request submittal.

Payment Request Schedule: COOPERATOR may submit a payment request no more than monthly or upon final acceptance of all deliverables for Task 2.

Task 3: Preconstruction Activities

Deliverable: The COOPERATOR will complete the design of the Groundwater Recharge Wetland project and obtain all necessary permits for construction of the project as funded under this portion of the Project. Activities necessary for design, such as surveys, data collection, public meetings, code and plan review meetings, load testing, solicitation, geotechnical evaluations, pre-design studies, and environmental assessments, are eligible under this task.

Documentation: The COOPERATOR will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the DISTRICT's Grant Manager. For the final documentation, the COOPERATOR will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the DISTRICT's Grant Manager, the COOPERATOR will provide additional supporting documentation relating to this task.

Performance Standard: The DISTRICT's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the DISTRICT's Grant Manager of the deliverable under this task, the COOPERATOR may proceed with payment request submittal.

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

Task 4: Project Management

Deliverable: COOPERATOR will provide project management services related to the Groundwater Recharge Project to include review of documents and forms, budget oversight, preparation and submittal of progress reports, processing of payment requests and related documentation and overall coordination and supervision.

Documentation: COOPERATOR will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided.

Performance Standard: The DISTRICT's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the DISTRICT's Grant Manager of the deliverable under this task, the COOPERATOR may proceed with payment request submittal.

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Coordination with Local Cooperator	No Cost Deliverable	\$0.00	12/9/2019	4/7/2020
2	Phase I Completion	Contractual Services	\$1,000,000	12/9/2019	04/30/2026
3	Preconstruction Activities (Design & Permitting)	Contractual Services	\$450,000	07/01/2020	04/30/2026
4	Project Management	Contractual Services	\$50,000.00	07/01/2020	04/30/2027
Total:			\$1,500,000.00		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	Agreement No.
SRWMD No:	19/20-147
Project Title:	SRWMD – Groundwater Recharge Wetland
Grantee Name:	Gainesville Regional Utilities
Grantee's Grant Manager:	
Reporting Period:	July-September, 2024

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

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

Task 1: Coordination with Local Cooperator

Progress for this reporting period: None – completed prior

Task 2: Project Phase I Completion

Progress for this reporting period: None – completed prior

Task 3: Preconstruction Activities

Progress for this reporting period:

Milestones

Identify delays or problems encountered:

Task 4: Project Management

Progress for this reporting period:

Identify delays or problems encountered:

Projected expenditures:

Indicate the projected expenditures for the next calendar quarter:

\$ _____

This is the amount you will submit for this quarter

\$ _____

This is the amount you expect to submit for reimbursement next quarter.

If there are no expenditures expected, please indicate the reason:

Completion Status for Tasks

Indicate the completion status for the following tasks, as applicable to the project. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 0% ☐ 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ % **Not applicable.**

Overall Project Completion (Estimated): _____ %

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

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

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

Project Location details: Project is located in western Alachua County off of Parker Road at
Lat/Long 29.621159 / -82.476014

Local Contributions

For grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

Summary of local contributions: to date

Land Acquisition = \$976,808.37

Design and permitting = \$233,431.96

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

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

Date

**AMENDMENT NO. 5
TO AGREEMENT NO. WS004
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

This Amendment to Agreement No. WS004 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Suwannee River Water Management District (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Groundwater Recharge Wetland (Project), effective December 9, 2019; and,

WHEREAS, the parties have agreed to remove a task from the Grant Work Plan; and,

WHEREAS, the parties have agreed to a decrease in funding for the Project; and,

WHEREAS, the funding provided under Line Item 1657 of the 2022-2023 General Appropriations Act is decreased by \$4,600,000; and the total funding for this agreement is now \$1,500,000; and,

WHEREAS, other changes to the Agreement are necessary; and,

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

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$1,500,000	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	AWS, GAA LI 1642, FY 19-20, GR	\$1,000,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	AWS, GAA LI 1622, FY 20-21, GR	\$500,000
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$1,500,000

2. Attachment 3-4, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-5, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-4 shall hereinafter refer to Attachment 3-5, Revised Grant Work Plan.
3. Attachment 5-3, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-4, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5-3, shall hereinafter refer to Attachment 5-4, Revised Special Audit Requirements.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: Timothy W. Alexander for HT
Authorized Signature

Digitally signed by Timothy W. Alexander for HT
Date: 2025.06.27 10:34:20 -04'00'

Hugh Thomas, Executive Director
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Angela Knecht
Secretary or Designee

Digitally signed by Angela Knecht
Date: 2025.06.27 11:42:16 -04'00'

Angela Knecht, Division Director
Print Name and Title

Date: _____

By: Katie Verdesca
Katie Verdesca, DEP Grant Manager

Digitally signed by Katie Verdesca
Date: 2025.06.27 11:30:52 -04'00'

By: Deinna Dalton
Deinna Dalton, DEP QC Reviewer

Digitally signed by Deinna Dalton
Date: 2025.06.27 11:39:07 -04'00'

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-5	Revised Grant Work Plan
Attachment	5-4	Revised Special Audit Requirements

ATTACHMENT 3-5
REVISED GRANT WORK PLAN

PROJECT TITLE: Groundwater Recharge Wetland

PROJECT LOCATION: The Project will be located in the City of Gainesville within Alachua County; Lat/Long (29.6212, -82.4760).).

PROJECT BACKGROUND: The Minimum Flows and Minimum Levels for the Lower Santa Fe and Ichetucknee Rivers were identified as being in recovery in the North Florida Regional Water Supply Plan, approved in 2017. The multi-phase Groundwater Recharge Wetland project was proposed as a solution to meet the current and future water supply demands while protecting the natural resources. Phase I of this project will support the purchasing of land sized to accommodate the wetland and estimated recharge goals, with public access and passive recreation being the secondary purpose, as the land will also serve as a public park. The Grantee will then conduct preconstruction assessments of the purchased land, of which the results will assist in the design and permitting of the project. Funding associated with final preconstruction activities, and the construction of the wetland is provided under DEP agreement WS119. The constructed wetlands will provide additional polishing of nutrients to support the Santa Fe Basin Management Action Plan (BMAP) and reduce nutrient loading in the associated Priority Springs.

PROJECT DESCRIPTION: The Suwannee River Water Management District (Grantee) will contract with Gainesville Regional Utilities (GRU) to conduct preconstruction activities for a groundwater recharge wetland using reclaimed water from the Kanapaha Water Reclamation or other regional reclamation facilities. In addition, the Grantee will purchase land to accommodate the wetland and estimated recharge goals for the project.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project cost: \$8,305,000 from GRU. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Coordination with Local Cooperator

Deliverables: In accordance with 373.707(6)(a), F.S., the District will encumber the Funding identified below for the project described above. The District's agreement with the local cooperator (GRU) must be cost reimbursement with final payment by the Grantee to the local cooperator upon completion of the work described in the project description in accordance with final design(s) and required permits. The agreement must be in compliance with state law.

Documentation: The Grantee will submit a fully executed cost-reimbursement agreement with the local cooperator for the project described.

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

Payment Request Schedule: Grantee may submit a payment request upon completion of the task.

Task 2: Project Phase I Completion

Deliverables: The Grantee will coordinate with GRU on the completion of the project described in Project Description in accordance with final design(s) and required permits. Work will be subcontracted to a qualified and licensed contractor, selected through the Grantee's procurement process and in accordance with state law.

Documentation: The Grantee will submit 1) copies of certified land appraisals, property purchase agreements, settlement statements, land surveys, and deeds, 2) copies of environmental ecological site assessments and geotechnical reports, and 3) a final certification of completion for this phase, generally adhering to the Department provided checklist (**Exhibit F**), including but not limited to documentation of paid invoices, final inspection report(s), and a signed statement that work has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the deliverable under this task, the Grantee may proceed with payment request submittal.

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

Task 3: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Groundwater Recharge Wetland project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, data collection, public meetings, code and plan review meetings, load testing, solicitation, geotechnical evaluations, pre-design studies, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

Task 4: Project Management

Deliverables: The Grantee will provide project management services related to Groundwater Recharge Wetland project to include review of documents and forms, budget oversight, preparation and submittal of progress reports, processing of payment requests and related documentation, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Coordination with Local Cooperator	Contractual Services	\$1,000,000	12/09/2019	04/07/2020
2	Project Phase I Completion	No-Cost Deliverable	\$0	12/09/2019	04/30/2026
3	Preconstruction Activities	Contractual Services	\$450,000	07/01/2020	04/30/2026
4	Project Management	Contractual Services	\$50,000	07/01/2020	04/30/2027
Total:			\$1,500,000		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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

Attachment 5-4

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT - 1

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

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

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

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

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

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

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

Attachment 5-4, Exhibit 1
5 of 6

Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category	

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.100	Alternative Water Supply - LI 1642	\$1,000,000	141138
Amendment 1	Department of Environmental Protection	2020-2021	37.100	Alternative Water Supply - LI 1622	\$500,000	141138
Amendment 4	Department of Environmental Protection	2023-2024	37.100	Alternative Water Supply - LI 1687	\$4,600,000	141138
Change Order 2	Department of Environmental Protection	2023-2024	37.100	Alternative Water Supply - LI 1687	(\$4,600,000)	141138
Change Order 2	Department of Environmental Protection	2022-2023	37.052	Florida Springs Grant - LI 1657	\$4,600,000	087870
Amendment 5	Department of Environmental Protection	2022-2023	37.052	Florida Springs Grant - LI 1657	(\$4,600,000)	087870
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,500,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**MEMORANDUM OF AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
THE CITY OF GAINESVILLE dba
GAINESVILLE REGIONAL UTILITIES
FOR
GROUNDWATER RECHARGE WETLAND PROJECT**

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT"), by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and the City of Gainesville d/b/a Gainesville Regional Utilities (GRU), a political subdivision of the State of Florida, whose address is P.O. Box 14117 Station E3-F, Gainesville, Florida, 32614-7117 (hereinafter the "COOPERATOR"), is entered into and effective upon final execution.

WITNESSETH:

WHEREAS, DISTRICT and COOPERATOR desire to implement the Groundwater Recharge Wetland Project (hereinafter the "PROJECT") as shown in Attachments A, B, B-1 and C attached hereto; and

WHEREAS, DISTRICT and COOPERATOR desire to fund said PROJECT; and

WHEREAS, the DISTRICT and the COOPERATOR have determined that the PROJECT would be of benefit and desire to have the PROJECT implemented; and

WHEREAS, the DISTRICT is willing to fund the implementation of the PROJECT and the DISTRICT and COOPERATOR have agreed to a method for doing so and have committed to the agreement to writing to create a binding contractual obligation between them.

NOW THEREFORE, the parties hereby agree as follows:

1. **PURPOSE OF THE MOA.** The purpose of this MOA is to set forth the responsibilities of DISTRICT and COOPERATOR in the implementation and funding of the PROJECT.
2. **THE DISTRICT'S AGREEMENT WITH FDEP.** The DISTRICT and the State of Florida, Department of Environmental Protection (hereinafter "FDEP") have entered into an agreement entitled "STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, Standard Grant Agreement" (hereinafter the "GRANT AGREEMENT"), (see ATTACHMENT C). The project title for the GRANT AGREEMENT is "SRWMD – Groundwater Recharge Wetland." The GRANT AGREEMENT is designated by FDEP as "Agreement No. WS119" and by the DISTRICT as "SRWMD Contract #24/25-150." Both the DISTRICT and the COOPERATOR have previously received a copy of the GRANT AGREEMENT and have reviewed the same.

3. **FUNDING OF THE PROJECT.** The total cost for the PROJECT shall be \$13,610,000 which amount shall be divided between the parties and FDEP as follows:

Funding provided by FDEP WS119:	\$6,805,000
Funding provided by the DISTRICT:	\$0.00
Funding provided by the COOPERATOR	<u>\$6,805,000</u>
Total cost of the PROJECT:	\$13,610,000

4. **FDEP FUNDS TO FLOW THROUGH DISTRICT:** FDEP will be providing funding as set out above as provided in and controlled by the GRANT AGREEMENT. FDEP will provide reimbursement to the DISTRICT. The DISTRICT shall then pay both FDEP's funding and the DISTRICT's funding to the COOPERATOR as provided herein. Provided that the DISTRICT's obligations under this MOA are contingent upon the DISTRICT's receipt of such payment from FDEP under the GRANT AGREEMENT, and the DISTRICT shall not be obligated under this MOA for any matter whatsoever unless and until such payment is received. Even though the COOPERATOR is not a party to the GRANT AGREEMENT, the COOPERATOR understands that the COOPERATOR is ultimately responsible for ensuring that the PROJECT complies with the GRANT AGREEMENT as well as this MOA.

5. IMPLEMENTATION OF THE PROJECT.

- a. Immediately upon execution of this MOA, the DISTRICT and the COOPERATOR shall discuss and coordinate the implementation of the PROJECT.
- b. Upon mutual agreement of the method of implementation of the PROJECT, work shall commence on the implementation of the PROJECT.

6. DISTRICT'S PAYMENTS TO THE COOPERATOR:

- a. After the commencement of the implementation of the PROJECT, the COOPERATOR shall submit invoices to DISTRICT quarterly or as agreed to by both parties, on a deliverable basis showing all work completed and costs incurred in the implementation of the PROJECT during the immediately preceding quarter.
- b. All invoices must include supporting documentation necessary to satisfy auditing purposes, for cost and project completion.
- c. Upon verification of the matters set out in the invoice, the DISTRICT shall pay to the COOPERATOR the verified amount. Provided that under no circumstances shall the total amount paid by the DISTRICT to the COOPERATOR under this MOA exceed \$6,805,000.
- d. COOPERATOR shall submit a final report to DISTRICT summarizing expenditures and activities. This report shall be submitted to the District Project Manager within (45) days upon completion of all work, unless extended by DISTRICT. The extension notice from the DISTRICT must be in writing.
- e. All deliverables and subsequent payments to COOPERATOR by DISTRICT are

subject to the terms and conditions of the GRANT AGREEMENT.

7. **PROJECT REPRESENTATIVES.** DISTRICT and COOPERATOR agree that the following persons are the designated Project Representatives and are to have direct, primary, and continuing responsibility for the work under this Agreement. Each Party's representative shall have authority to interpret this agreement for its Party and to give all approvals for its Party as follows:

DISTRICT Project Manager

Kris Eskelin
Sr. Project Manager
9225 CR 49
Live Oak, Florida 32060
386.362.1001
Kristine.Eskelin@SRWMD.org

COOPERATOR Project Manager

Kristen Sealey, P.E.
Utility Engineer
4747 N Main Street
Gainesville, FL 32609
352.393.1621
SealeyKM@gru.com

8. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not perform WORK as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017, Florida Statutes (F.S.), for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. COOPERATOR warrants that it has not been placed on the convicted vendor list for a public entity crime.
9. **Scrutinized Company:** Section 287.135(2), Florida Statutes, states "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
 - b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - ii. Is engaged in business operations in Cuba or Syria."

10. **Insurance:**

- a. **Insurance Requirements for The City and/or Subcontractors.** The DISTRICT shall require the COOPERATOR and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The DISTRICT shall require the COOPERATOR and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. The COOPERATOR and/or subcontractors must provide proof of insurance upon request.

- b. **Deductibles.** The DISTRICT shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the COOPERATOR providing such insurance.
- c. **Proof of Insurance.** Upon execution of this Agreement, the COOPERATOR shall provide DISTRICT documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from DISTRICT, the COOPERATOR shall furnish DISTRICT with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. **Duty to Maintain Coverage.** In the event that any applicable coverage is cancelled by the insurer for any reason, or if the COOPERATOR cannot get adequate coverage, the COOPERATOR shall immediately notify DISTRICT of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. **Required Coverage.** At all time during the Agreement the COOPERATOR, at its sole expense shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the COOPERATOR shall not be interpreted as limiting the COOPERATOR'S liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, the COOPERATOR may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements applicable to this Agreement, however the minimum insurance requirements applicable to this Agreement are:
- f. **Commercial General Liability Insurance.**
 - 1. The City shall always provide, through a program of self-insurance and hold such liability coverage subject to the City's statutory limits of liability as stated in Florida Statutes 768.28 during the Agreement. The current limits of liability are \$200,000 each individual and \$300,000 per incident.
- g. **Commercial Automobile Insurance.**
 - 1. The City shall always provide, through a program of self-insurance and hold such liability coverage subject to the City's statutory limits of liability as stated in Florida Statutes 768.28 during the Agreement. The current limits of liability are \$200,000 each individual and \$300,000 per incident.
 - 2. \$200,00/\$300,000 Automobile Liability for Company-owned Vehicles, if applicable
 - 3. \$200,00/\$300,00 Hired and Non-owned Automobile Liability

Coverage

h. **Workers Compensation and Employer's Liability Coverage.**

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

i. **Other Insurance.** None**11. Audits.**

- a. **Inspector General.** The DISTRICT understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The DISTRICT will comply with this duty and ensure that the COOPERATOR and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on THE COOPERATOR and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** DISTRICT personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. COOPERATOR shall provide access to any location or facility on which COOPERATOR is performing work, or storing or staging equipment, materials or documents;
 - ii. COOPERATOR shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. COOPERATOR shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The COOPERATOR shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements, (see ATTACHMENT C). Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5, (see ATTACHMENT C). If DISTRICT fails to provide an updated copy of Exhibit 1, (see ATTACHMENT C), to include in each amendment that authorizes a funding increase or decrease, COOPERATOR shall request one from the DISTRICT's Grants Manager. The COOPERATOR shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1, (see ATTACHMENT C), and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance,

COOPERATOR shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, COOPERATOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
<https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, DISTRICT may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The DISTRICT may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The COOPERATOR must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for the COOPERATOR must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. COOPERATOR is prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a COOPERATOR's, or subrecipient's, accounting system cannot comply with this requirement, COOPERATOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If DISTRICT finds that these funds have been commingled, DISTRICT shall have the right to demand a refund, either in whole or in part, of the funds provided to COOPERATOR under this Agreement for non-compliance with the material terms of this Agreement. The COOPERATOR, upon such written notification from DISTRICT shall refund, and shall forthwith pay to DISTRICT, the amount of money demanded by DISTRICT. 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 DISTRICT by COOPERATOR to the date repayment is made by COOPERATOR to DISTRICT.
 - ii. In the event that the COOPERATOR recovers costs, incurred under this Agreement and reimbursed by DISTRICT, from another source(s), COOPERATOR shall reimburse DISTRICT for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by COOPERATOR to the date repayment is made to DISTRICT.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

12. MISCELLANEOUS.

- a. This MOA shall become effective on the date of execution by both parties and shall remain in effect until the earlier of 3/30/2030 or the date the DISTRICT and COOPERATOR deem the project complete in writing.
- b. COOPERATOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this MOA and for three years following completion.
- c. DISTRICT and COOPERATOR agree to enter in good faith negotiations with respect to any terms, amendments or changes to this MOA that may be necessary to provide for continued cooperation to achieve the goals described herein. Provided that no modification of this MOA shall be effective until and unless executed by both parties in writing.
- d. Nothing in this MOA shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
- e. This MOA is between DISTRICT and COOPERATOR and shall not be interpreted to be for the benefit of any party or entity not a signatory hereto. No person or entity, other than the DISTRICT and the COOPERATOR shall have standing to enforce any provision of this agreement.
- f. This MOA shall not be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, which may be enjoyed by the parties.
- g. Neither party's rights or obligation under this MOA may be assigned or delegated without the prior written consent of the other party.
- h. Pursuant to Section 20.055(5), Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. By signature of this contract, the DISTRICT and COOPERATOR acknowledge that it understands and will comply with this subsection.
- i. **TERMINATION WITHOUT CAUSE.** This CONTRACT may be terminated by the DISTRICT without cause upon written notice to the CONTRACTOR. Termination will be effective on the date provided in the notice. In the event of termination under this paragraph, the CONTRACTOR shall be entitled to compensation for all services provided to the DISTRICT up to the date of termination which are within the Scope of Work, documented in the Budget specified in the CONTRACT, and are allowed under this CONTRACT. If the CONTRACT is so terminated, CONTRACTOR must promptly deliver to the DISTRICT copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents or data that directly support the deliverables prepared by the CONTRACTOR. This paragraph shall survive the termination or expiration of this CONTRACT.

13. Additional Terms relating to Land Acquisitions.

- a. Land Acquisition was completed in agreement 19/20-147 with the terms and conditions of Grant Award Agreement WS004 to remain:
- b. "This property was acquired with funds provided by the Department of Environmental Protection and will be managed in accordance with the applicable federal and State law. This property may not be disposed of in any manner without the prior written approval of the Director of Office of Water Policy, Florida

Department of Environmental Protection and the Division Director for the Division of State Lands, Florida Department of Environmental Protection. This property must be used for groundwater recharge wetland purposes as its primary purpose. Secondary purposes of water resource development, alternative water supplies, public access, passive recreation, and water resource and natural system education are permitted as long as the primary purpose is maintained. The property may not be used for any purposes other than the primary or secondary purposes described above, without the prior written approval of the Division Director of Office of Water Policy, Florida Department of Environmental Protection and the Division Director for the Division of State Lands. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties. These deed restrictions on disposal of the property and the use of the property are perpetual.”

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first specified.

EXECUTED this _____ day of _____, 2025 by COOPERATOR.

GAINESVILLE REGIONAL UTILITIES (GRU)

Approved as to Form and Legality

By: _____

By: _____

Printed Name _____

Derek D. Perry

Utilities Attorney

Gainesville Regional Utilities

Title _____

EXECUTED this _____ day of _____, 2025 by DISTRICT.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____

Hugh Thomas

As its Executive Director

ATTACHMENT A**PROJECT DESCRIPTION AND SCOPE OF WORK**

PROJECT TITLE: Groundwater Recharge Wetland Project

PROJECT LOCATION: Alachua County, Florida: Lat/Long (29.62116/-82.47601)

PROJECT BACKGROUND: The Minimum Flows and Minimum Levels (MFL) for the Lower Santa Fe and Ichetucknee Rivers were identified as being in recovery in the North Florida Regional Water Supply Plan, approved in 2017. The MFL program is a means to ensure water availability for the present and future and to prevent significant harm to the area's natural resources. The multi-phase Groundwater Recharge Wetland project was proposed as a solution to meet the current and future water supply demands while protecting the natural resources. Phase I was funded in DEP agreement WS004 and includes the purchasing of land sized to accommodate the wetland and estimated recharge goals, as well as preconstruction activities. The constructed wetlands will provide an estimated recharge of 3 to 5 million gallons per day and additional polishing of nutrients to support the Santa Fe Basin Management Action Plan and reduce nutrient loading in the associated Priority Springs.

PROJECT DESCRIPTION: The Suwannee River Water Management District (Grantee) will contract with Gainesville Regional Utilities (GRU) to complete preconstruction activities and construct a groundwater recharge wetland using reclaimed water from the Kanapaha Water Reclamation or other regional reclamation facilities. Hydraulic load testing analysis will be conducted using potable water on two approximately one-acre cells. Test data will be utilized to design the final size and placement of the constructed wetland cells and to determine the recharge rate and the ability of the existing soil conditions to provide recharge. Construction of the test cells includes clearing, grubbing, site grading, piping of reclaimed water to the site, installation of flow monitors and control devices, installation of piezometers for monitoring, post-treatment testing, and planting for wetland treatment. The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$8,305,000 from GRU. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

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

Task 1: Preconstruction Activities

Deliverables: COOPERATOR will complete the hydraulic load testing analysis and the final design of the groundwater recharge wetland and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using

the format provided by the DISTRICT's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding

provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the DISTRICT's Grant Manager, the COOPERATOR will provide additional supporting documentation relating to this task

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

Payment Request Schedule: COOPERATOR may submit a payment request for reimbursement no more than quarterly.

Task 2: Project Management

Deliverables: The COOPERATOR will provide project management services related to the Groundwater Recharge Wetland Project, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The COOPERATOR will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the DISTRICT's Grant Manager. Upon request by the DISTRICT's Grant Manager, the COOPERATOR will provide additional supporting documentation relating to this task.

Performance Standard: The DISTRICT's Grant Manager will review the documentation to verify that

the deliverables have been completed as described above. Upon review and written acceptance by the

DISTRICT's Grant Manager, a payment request may be processed.

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

Task 3: Construction

Task Description: The COOPERATOR will construct the Groundwater Recharge Wetland in accordance with the construction documents.

Deliverables: The Grantee will construct the Groundwater Recharge Wetland Project in accordance with

the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the DISTRICT's Grant Manager. Upon request by the DISTRICT's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The DISTRICT's Grant Manager will review the documentation to verify that

the deliverables have been completed as described above. Upon review and written acceptance by the DISTRICT's Grant Manager, a payment request may be processed.

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

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task Due Date
1	Preconstruction Activities	Contractual Services	\$ 1,287,000	Upon Execution	12/30/2029
2	Project Management	Contractual Services	\$680,5000	Upon Execution	12/30/2029
3	Construction	Contractual Services	\$4,837,500	Upon Execution	12/30/2029
Total:			\$6,805,000		

ATTACHMENT B

FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: Groundwater Recharge Wetland Project

COST SHARE REIMBURSEMENT: Upon completion of the installation of equipment and materials as set out in Attachment "A", the DISTRICT shall reimburse the COOPERATOR up to the maximum cost share reimbursement set out in Attachment "A". Provided, that for the COOPERATOR to be entitled to such reimbursement, the COOPERATOR shall:

1. Comply with all requirements of this AGREEMENT, including, without limitation, the completion of the improvements within the time provided. Provided that the DISTRICT may, at its sole discretion, grant an extension of time for completion for good cause shown.
2. Invoice the DISTRICT for the amounts due under this AGREEMENT on a quarterly basis or as agreed to by both parties, until project is complete or until DISTRICT's portion of funding has been allocated. Such invoice shall contain copies of all invoices and cancelled checks or verified fund transfer to vendors showing the amount paid for all materials which are being reimbursed by the DISTRICT and the date of installation of such items. Such invoice must also include the following certification, and the COOPERATOR hereby agrees to delegate authority to its Project Manager as identified in this contract, to affirm said certification:

"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the GRU No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

The DISTRICT agrees to pay the COOPERATOR for work performed in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, upon receipt of a proper invoice, as defined herein. Invoices shall be submitted by the COOPERATOR to the DISTRICT at:

Suwannee River Water Management District

9225 CR 49

Live Oak, Florida 32060

or via email to accountspayable@srwmd.org .

3. This agreement expires on 3/31/2030.
4. Upon completion, provide to the DISTRICT a letter certifying that the project deliverables as described in Attachment "A" have been completed in compliance with vendor specifications, studies, reports and according to approved plans and per any required permits or approvals. The final invoice for reimbursement must be submitted to the

DISTRICT for payment within 45 days after final cancelled checks to vendors have been received.

At all times during this contract term, the DISTRICT, through its staff and agents shall have the right to, from time to time, enter the applicable real property and inspect the improvements in a reasonable manner and at reasonable times with prior notification to document compliance with this contract.

Upon receipt of an invoice from the COOPERATOR, DISTRICT staff shall have the right to visit the site to verify the purchase of materials and installation as described in Attachment "A".

Reimbursement: All labor, materials and equipment costs shall be initially born by the COOPERATOR subject to reimbursement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	WS119
SRWMD Agreement:	24/25-
Project Title:	Groundwater Recharge Wetland
COOPERATOR's Grant Manager:	Kristen Sealy
Reporting Period:	Choose an item. Choose an item.

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

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

Task 1: Preconstruction

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

Task 2: Construction

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

Task 3: Construction

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

Projected expenditures:

Indicate the projected expenditures for the next six months. This is the amount you expect to request for payment in the next two quarters.

\$ Click or tap here to enter text. This quarter

\$ Click or tap here to enter text. Next quarter

If there are no expenditures, please indicate the reason: Click or tap here to enter text.

Completion Status for Tasks

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

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

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

Overall Project Completion: (Estimated) Click or tap here to enter text.

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

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

Project Location details: Project is located in western Alachua County off of Parker Road at Lat/Long 29.621159 / -82.476014

Local Contributions

For grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

Summary of local contributions:

WS004 - :Click or tap here to enter text. (companion project)

WS119 - Preconstruction:Click or tap here to enter text.

WS119 - Project Management:Click or tap here to enter text.

WS119 - Construction:Click or tap here to enter text.

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

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

Date

ATTACHMENT C

STATE OF FLORIDA,

DEPARTMENT OF ENVIRONMENTAL PROTECTION

STANDARD GRANT AGREEMENT

AGREEMENT No. WS119

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

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

1. Project Title (Project):

Agreement Number:

Groundwater Recharge Wetland

WS119

2. Parties

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

(Department)

Grantee Name: **Suwannee River Water Management District**

Entity Type: **Water Management District**

Grantee Address: **9225 CR 49, Live Oak, FL 32060**

FEID: **59-1520101**

(Grantee)

3. Agreement Begin Date:

Date of Expiration:

July 1, 2024

December, 31 2030

4. Project Number:

Project Location(s):

Lat/Long: (29.6211, -82.4760)

(If different from Agreement Number)

Project Description:

The Grantee will contract with Gainesville Regional Utilities to complete preconstruction activities and construct a groundwater recharge wetland to help meet the MFL for the Lower Santa Fe and Ichetucknee River.

5. Total Amount of Funding:

\$ 6,805,000.00

Funding Source?

☒ State ☐ Federal

Award #s or Line-Item Appropriations:

Springs, GAA LI 1657, FY 22-23, LATF

Amount per Source(s):

\$ 4,600,000.00

☒ State ☐ Federal

AWS, GAA LI 1737, FY 24-25, GAA

\$ 2,205,000.00

☐ State ☐ Federal

\$

☐ Grantee Match

\$

Total Amount of Funding + Grantee Match, if any: **\$ 6,805,000.00**

6. Department's Grant Manager

Grantee's Grant Manager

Name: **Katie Verdesca**

Name: **Kris Eskelin**

or successor

or successor

Address: **Florida Dept. of Environmental Protection**

Address: **Suwannee River Water Management District**

3900 Commonwealth Blvd., MS 3602

9225 CR 49

Tallahassee, FL 32399-3000

Live Oak, FL 32060

Phone: **850-245-3198**

Phone: **386-362-0446**

Email: **Katie.Verdesca@FloridaDEP.gov**

Email: **Kristine.Eskelin@SRWMD.org**

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

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements

☒ Attachment 2: Special Terms and Conditions

☒ Attachment 3: Grant Work Plan

☒ Attachment 4: Public Records Requirements

☒ Attachment 5: Special Audit Requirements

☐ Attachment 6: Program-Specific Requirements

☐ Attachment 7: Grant Award Terms (Federal) *Copy available at <https://facts.fldfs.com>, in accordance with section 215.985, F.S.

☐ Attachment 8: Federal Regulations and Terms (Federal)

☐ Additional Attachments (if necessary):

☒ Exhibit A: Progress Report Form

☐ Exhibit B: Property Reporting Form

☒ Exhibit C: Payment Request Summary Form

☐ Exhibit D: Quality Assurance Requirements

☐ Exhibit E: Advance Payment Terms and Interest Earned Memo

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

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Suwannee River Water Management District

GRANTEE

Grantee Name

By **Hugh Thomas** Digitally signed by Hugh Thomas
Date: 2025.06.26 17:06:32 -04'00'

(Authorized Signature)

Date Signed

Hugh Thomas, Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By  Digitally signed by Angela Knecht
Date: 2025.06.27 11:43:55 -04'00'

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Katie Verdesca Digitally signed by Katie Verdesca
Date: 2025.06.27 11:27:49 -04'00'

Katie Verdesca, DEP Grant Manager

Deinna Dalton Digitally signed by Deinna Dalton
Date: 2025.06.27 11:37:06 -04'00'

Deinna Dalton, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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

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

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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

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

12. Insurance.

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

13. Termination.

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

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

25. Investing in America

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

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

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

26. Scrutinized Companies.

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

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

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

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

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

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WS119**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Groundwater Recharge Wetland. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will

terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

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

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

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Groundwater Recharge Wetland

PROJECT LOCATION: The Project will be located in the City of Gainesville within Alachua County; Lat/Long (29.6211, -82.4760).

PROJECT BACKGROUND: The Minimum Flows and Minimum Levels (MFL) for the Lower Santa Fe and Ichetucknee Rivers were identified as being in recovery in the North Florida Regional Water Supply Plan, approved in 2017. The MFL program is a means to ensure water availability for the present and future and to prevent significant harm to the area's natural resources. The multi-phase Groundwater Recharge Wetland project was proposed as a solution to meet the current and future water supply demands while protecting the natural resources. Phase I was funded in DEP agreement WS004 and includes the purchasing of land sized to accommodate the wetland and estimated recharge goals, as well as preconstruction activities. The constructed wetlands will provide an estimated recharge of 3 to 5 million gallons per day and additional polishing of nutrients to support the Santa Fe Basin Management Action Plan and reduce nutrient loading in the associated Priority Springs.

PROJECT DESCRIPTION: The Suwannee River Water Management District (Grantee) will contract with Gainesville Regional Utilities (GRU) to complete preconstruction activities and construct a groundwater recharge wetland using reclaimed water from the Kanapaha Water Reclamation or other regional reclamation facilities. Hydraulic load testing analysis will be conducted using potable water on two approximately one-acre cells. Test data will be utilized to design the final size and placement of the constructed wetland cells and to determine the recharge rate and the ability of the existing soil conditions to provide recharge. Construction of the test cells includes clearing, grubbing, site grading, piping of reclaimed water to the site, installation of flow monitors and control devices, installation of piezometers for monitoring, post-treatment testing, and planting for wetland treatment.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$8,305,000 from GRU. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the hydraulic load testing analysis and the final design of the groundwater recharge wetland and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies

of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

Task 2: Project Management

Deliverables: The Grantee will provide project management services related to the Groundwater Recharge Wetland Project, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

Task 3: Construction

Deliverables: The Grantee will construct the Groundwater Recharge Wetland Project in accordance with the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$1,287,000	07/01/2024	06/30/2030
2	Project Management	Contractual Services	\$680,500	07/01/2024	06/30/2030
3	Construction	Contractual Services	\$4,837,500	07/01/2024	06/30/2030
Total:			\$6,805,000		

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

Attachment 4

1. Public Records.

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

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

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

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

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	Department of Environmental Protection	2022-2023	37.052	Florida Springs Grant – LI 1657
Original Agreement	Department of Environmental Protection	2024-2025	37.100	Alternative Water Supply – LI 1737
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$6,805,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

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

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

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

File Number: 2025-635

Agenda Date: August 13, 2025

Department: Gainesville Regional Utilities

Title: 2025-635 Update on Shared Services with the City – SLAs (B)

Department: Gainesville Regional Utilities/Office of the Chief Executive Officer

Description: An overview of the Service Level Agreements (SLAs) between GRU and the City, outlining the types of shared services and highlighting the financial impact of these agreements. Also showing how SLA-related costs and funding shortfalls affect GRU's financial planning, especially in setting limits on the General Services Contribution (GSC).

Fiscal Note: None

Recommendation: The Authority hear a presentation from the CEO and ask any necessary questions.

SERVICE LEVEL AGREEMENTS or SLAs



What's an SLA ?

Per HB 1645 –

A contract entered into by the Authority that establishes a set of deliverables that one party has agreed to provide another.

- It's virtually every contract GRU has executed since October 1, 2023
- In GRU's world the focus is intracity SLAs
- They come in 4 types

What's Important About an SLA ?

Any loss related to an SLA as defined by HB1645 must be part of the flow of funds required to determine the maximum cap on GSC

- The only SLA related loss was the IT SLA prior to FY2025 due to the City not agreeing to fund GRU's full cost of \$5.9 million (versus \$3.0 million)
- That \$2.9 million became part of the flow of funds that determined a \$14.699 million cap on the FY24 GSC

Service Level Agreements Joint Services Costs

Full Cost Allocation Plan (FCAP): Joint Services Costs			
	FY24 Actual	FY25 Budget	FY26 Budget
Clerk	163,088	239,925	134,075
Payroll	278,982	314,393	106,862
Billing & Collections	-	776	799
Accounting	8,377	10,623	10,942
City Attorney	114,548	141,667	72,959
Auditor	88,000	-	-
Communications & Mkt	4,763	-	-
Equal Opportunity	97,683	97,456	100,380
Human Resources	1,337,244	1,386,478	471,264
Strategic Initiatives	281,989	-	-
Risk Management	45,411	34,540	35,576
Non-departmental	-	3,993	4,113
Totals	2,420,085	2,229,851	936,970

Service Level Agreements Direct Payments from GG

Direct Payments From GG	
	FY24 Actual
IT Services	2,956,698
Insurance premium reimbursements	294,183
Stormwater & Solid Waste billing fees	681,589
Other	296,266
Total	4,228,736

Service Level Agreements

Direct Payments to GG

Direct Payments to GG	
	FY24 Actual
GFT	15,305,225
Less County streetlights payments	(1,097,602)
Subtotal GFT	14,207,623
Fleet	3,884,753
Risk Mgt, General Ins. & Workers Comp	2,555,138
Pension Obligation Bonds	7,944,677
Assistant City Attorney	178,702
Other	49,110
Total	28,820,003

Service Level Agreements Pass Through Payments to GG

Pass Through Payments to GG	
FY24 Actual	
Utility Tax	16,003,910
Solid Waste Billings	10,379,126
Stormwater Billings	10,871,344
Total	37,254,380

Service Level Agreements IT SLA

	Cost of Service	Actual/Projected Paid
FY23	5,937,502	1,487,385
FY24	5,865,854	2,956,698
FY25	5,400,000	5,400,000
FY26	-	-