DRAFT

STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LPXXX

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEMS 1592A AND 1686A OF THE 2012-2013 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and Village of Islamorada, Florida, whose address is 86800 Overseas Highway, Islamorada, Florida 33036 (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the project generally described in the proviso language included with line item 1592A of the 2012-13 General Appropriations Act.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee" and "Recipient" are used interchangeably.

2. This Agreement shall begin upon execution by both parties and remain in effect until April 30, 2016, inclusive. If work identified in the approved Project Work Plan is completed prior to the date shown in the first sentence of this paragraph, the modification will be reduced to writing in an amendment to this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature within the effective period of this Agreement identified above.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $20 million toward the total project cost estimate of $114,423,273. The actual grant amount will be determined based on the proceeds resulting from the issuance of bonds authorized pursuant to section 215.619, Florida Statutes, and specifically provided for in line item 1592A of the 2012-2013 General Appropriations Act.

   In all events, the Grantee shall complete the work described in **Attachment A** by December 31, 2015, pursuant to subsection 403.086(10), Florida Statutes. The Grantee shall establish and collect sufficient local rates, fees and other charges, and undertake such other financial arrangements as are necessary to timely complete the entire project. The establishment of sufficient local rates, fees, other charges, or other financial arrangements necessary to timely complete the entire project shall be completed no later than one year after execution of this Agreement.

If the Grantee fails to complete the work described in **Attachment A**, the Grantee shall repay all grant funds disbursed. The Department may use any and all remedies available to compel repayment.

B. The Grantee shall request reimbursement for all eligible project costs upon submittal and acceptance of the deliverable(s) identified in Attachment A, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). In addition to the Disbursement Request Package, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than February 15, 2016, to assure the availability of funds for payment. The Disbursement Request Package must include:

(1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices;

(2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project;

(3) If construction is included in Attachment A, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package shall be accompanied by supporting documentation and other requirements as follows:

(1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the 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 the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 11 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

(3) Equipment – (Capital outlay costing $1,000 or more) –The Grantee will not be reimbursed for the purchase of non-expendable equipment costing $1,000 or more under the terms and conditions of this Agreement.

D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

E. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted monthly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. 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, Florida Statutes.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are

exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles 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 Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 16 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the 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

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, **Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

11. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

12. The Department of Environmental Protection 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 of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. The Department's Grant Manager for this Agreement is identified below.

Tim Banks
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: **(850) 245-8360**
Fax: **(850) 245-8411**
Email: **timothy.banks@dep.state.fl.us**

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

17. The Grantee's Grant Manager for this Agreement is identified below.

Ariana S. Lawson
Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33036
Phone: **305.664.6450**
Fax: **305.664.6465**
Email: **ariana.lawson@islamorada.fl.us**

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

18. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

19. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

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

21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

22. A. No person, on the grounds of race, creed, color, national origin, age, sex, 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.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. A. 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, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the 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 the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

24. Land acquisition is not authorized under the terms of this Agreement.

25. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

VILLAGE OF ISLAMORADA, FL

By:______________________________
Village Manager*

Date:____________________________

FEID No.:________________________

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_______________________________________
Deputy Director
Division of Water Resource Management

Date:_____________________________________

____
Tim Banks, DEP Grant Manager

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (14 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (2 Pages)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)

ATTACHMENT A
PROJECT WORK PLAN

Project Title: Islamorada Centralized Wastewater Collection, Treatment and Disposal System
Project Location: *Identify the location of the project and include the county/counties involved in the project area. If this project affects water, include the watershed and hydrologic unit code.* The project will take place on Plantation Key, Windley Key, Upper and Lower Matecumbe Keys, and Key Largo, in Monroe County, Florida. The project will directly affect the Florida Keys watershed, hydrologic unit code #5. Construction activities will take place between the Channel Two Bridge at MM 72.6 and the Key Largo Wastewater Treatment District Plant located at 100301 Overseas Highway, MM 100.3 in Key Largo.
Project Background: *Provide a summary of the project and the justification supporting the need for the Florida Department of Environmental Protection to fund the project.* Islamorada, Village of Islands is undertaking a large-scale engineering and construction project to implement a community-wide central wastewater management system for the collection and disposal of wastewater from Plantation Key, Windley Key, and Upper and Lower Matecumbe Keys, with the goals of reducing nutrient loading into Florida Bay and the Atlantic Ocean and restoring healthy water quality to nearshore waters in the Florida Keys National Marine Sanctuary. Once completed, the system will serve the local businesses and 6,119 permanent residents of Islamorada, as well as the nearly 4 million visitors to Florida Keys who pass through the Village annually. Total project costs are estimated to be $114.4 million. The project entails the design and construction of vacuum/low-pressure/gravity collection systems for each of five (5) service areas in Islamorada: Middle Plantation Key, South Plantation Key, Windley Key, Upper Matecumbe Key and Lower Matecumbe Key. Four (4) new vacuum pump stations will be constructed to support the neighborhood collection systems, one (1) each on Lower Matecumbe Key, Upper Matecumbe Key, South Plantation Key, and Middle Plantation Key. A total of 54 privately owned package treatment plants, including six (6) on Middle Plantation Key, seven (7) on South Plantation Key, nine (9) on Windley Key, 27 on Upper Matecumbe Key, and five (5) on Lower Matecumbe Key, will be decommissioned and connected directly to the centralized collection and treatment system. A total of 9,089 residential, commercial and package plant EDUs will be serviced by the new system, including 1,703 on North Plantation Key, 1,186 on Middle Plantation Key, 1,526 on South Plantation Key, 534 on Windley Key, 2,712 on Upper Matecumbe Key, and 1,428 on Lower Matecumbe Key. The Village will also decommission the existing North Plantation Key Wastewater Treatment Plant, and construct a force main to transport wastewater through the Village to Key Largo, with transmission mains crossing waterways at Indian Key Channel, Tea Table Creek Channel, Tavernier Creek, Snake Creek, and Whale Harbor. Wastewater treatment and disposal will occur at the existing Key Largo Wastewater Treatment District facility located at 100301 Overseas Highway, Key Largo, Florida.

Project Description:

The project comprises the tasks outlined below. Failure to complete these tasks by December 31, 2015 would result in non-compliance with Chapter 2010-205, Laws of Florida, and with Florida Administrative Rule 28-19.310. Non-compliance may result in the withholding of State of Florida revenue sharing and building permit allocations from the Village.

TASK 1. ITEMS FOR ENTIRE PROJECT – Task 1 is <u>not</u> eligible for funding under this Agreement. Cost: $19,055,324

Deliverable 1a: Payment/Performance Bonds
Performance Measures: Receipt of Payment/Performance Bonds
Completion Date: September, 2012
Budget Information:
Contractual: $900,000

Deliverable 1b: Insurance
Performance Measures: Receipt of Certificate(s) of Liability Insurance
Completion Date: September, 2012
Budget Information:
Contractual: $1,061,378

Deliverable 1c: Mobilization
Performance Measures: Establishment of site offices and staff
Completion Date: October, 2012
Budget Information:
Contractual: $1,850,000

Deliverable 1d: Demobilization
Performance Measures: Removal of site offices and staff
Completion Date: October, 2015
Budget Information:
Contractual: $350,000

Deliverable 1e: Record Drawings
Performance Measures: 50% upon submittal of draft record drawings and 100% upon submittal of final
Completion Date: December, 2015
Budget Information:
Contractual: $150,000

Deliverable 1f: O&M Manuals
Performance Measures: 50% upon submittal of draft manuals and 100% upon submittal of final
Completion Date: September, 2015
Budget Information:
Contractual: $100,000

Deliverable 1g: Training
Performance Measures: 50% upon submittal of training plan and 100% upon completion of training
Completion Date: September, 2015
Budget Information:

Contractual: $50,000

Deliverable 1h: Project Management, Supervision, and General Contractors
Performance Measures: Completed at rate equal to the rate of project completion
Completion Date: December 2015
Budget Information:
Contractual: $14,953,946

TASK 2. KEY LARGO PIPELINE – Task 2 is <u>not</u> eligible for funding under this Agreement.
Cost: $2,169,842

Deliverable 2a: Engineering Submittals
Performance Measures: Receipt of Preliminary (30%) and BODR, Intermediate (60%), and Final Plans and Specifications
Completion Date: February 2013
Budget Information:
Contractual: $1,923,622

Deliverable 2b: Hydraulic Analysis
Performance Measures: Receipt of Draft and Final Analyses
Completion Date: January, 2013
Budget Information:
Contractual: $167,272

Deliverable 2c: Permits
Performance Measures: Issuance of permit(s)
Completion Date: April 2013
Budget Information:
Contractual: $78,948

TASK 3. PLANTATION KEY FACILITIES
Cost: $1,777,978

Deliverable 3a: Engineering Submittals
Performance Measures: Receipt of Preliminary (30%) and BODR, Intermediate (60%), and Final Plans and Specifications, which shall meet Department requirements for permitting authorization and financial assistance under the State Revolving Fund loan program.
Completion Date: August 2013
Budget Information:
Contractual: $1,672,714

Deliverable 3b: Permits
Performance Measures: Issuance of permit(s) by the Department
Completion Date: October 2013
Budget Information:
Contractual: $105,264

TASK 4. WINDLEY KEY FACILITIES
Cost: $774,350

Deliverable 4a: Engineering Submittals
Performance Measures: Receipt of Preliminary (30%) and BODR, Intermediate (60%), and Final Plans and Specifications, which shall meet Department requirements for permitting authorization and financial assistance under the State Revolving Fund loan program.
Completion Date: April 2013
Budget Information:
Contractual: $669,086

Deliverable 4b: Permits
Performance Measures: Issuance of permit(s) by the Department
Completion Date: June 2013
Budget Information:
Contractual: $105,264

TASK 5. UPPER MATECUMBE KEY FACILITIES
Cost: $2,028,885

Deliverable 5a: Engineering Submittals
Performance Measures: Receipt of Preliminary (30%) and BODR, Intermediate (60%), and Final Plans and Specifications, which shall meet Department requirements for permitting authorization and financial assistance under the State Revolving Fund loan program..
Completion Date: April 2013
Budget Information:
Contractual: $1,923,621

Deliverable 5b: Permits
Performance Measures: Issuance of permit(s) by the Department
Completion Date: October 2013
Budget Information:
Contractual: $105,264

TASK 6. LOWER MATECUMBE KEY FACILITIES
Cost: $2,112,521

Deliverable 6a: Engineering Submittals
Performance Measures: Receipt of Preliminary (30%) and BODR, Intermediate (60%), and Final Plans and Specifications, which shall meet Department requirements for permitting authorization and financial assistance under the State Revolving Fund loan program.
Completion Date: November 2013
Budget Information:
Contractual: $2,007,257

Deliverable 6b: Permits
Performance Measures: Issuance of permit(s) by the Department
Completion Date: January 2014
Budget Information:
Contractual: $105,264

TASK 7. MATERIALS INTEGRAL TO PROJECT CONSTRUCTION. All materials will be installed as part of construction.

Cost: $9,475,000

Deliverable 7a: Pipe, Fittings and Restraints
Performance Measures: Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
Completion Date: June, 2015
Budget Information:
Contractual: $3,750,000

Deliverable 7b: Valves
Performance Measures: Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
Completion Date: June, 2015
Budget Information:
Contractual: $300,000

Deliverable 7c: Vacuum Pits (Sumps)
Performance Measures: Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
Completion Date: June, 2015
Budget Information:
Contractual: $3,250,000

Deliverable 7d: Pump Station Equipment
Performance Measures: Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
Completion Date: May 2013
Budget Information:
Contractual: $1,025,000

Deliverable 7e: Generators
Performance Measures: Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
Completion Date: June, 2015
Budget Information:
Contractual: $500,000

Deliverable 7f: Electrical Switchgear
Performance Measures: Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
Completion Date: June, 2015
Budget Information:
Contractual: $250,000

Deliverable 7g: Odor Control Equipment
Performance Measures: Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
Completion Date: May 2013
Budget Information:
Contractual: $400,000

TASK 8. WORK ITEM
Cost: $53,928,493

Deliverable 8a: Key Largo Pipeline
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: November 2013
Budget Information:
Contractual: $5,831,571

Deliverable 8b: Plantation Key Facilities
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: February 2015
Budget Information:
Contractual: $19,233,809

Deliverable 8c: South Plantation Key Pump Station
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: May 2014
Budget Information:
Contractual: $2,907,117

Deliverable 8d: Windley Key Facilities
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: September 2013
Budget Information:
Contractual: $2,374,558

Deliverable 8e: Upper Matecumbe Key Facilities
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: December 2014
Budget Information:
Contractual: $9,542,137

Deliverable 8f: Upper Matecumbe Key Pump Station
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: December 2014
Budget Information:
Contractual: $1,999,912

Deliverable 8g: Lower Matecumbe Key Facilities
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: January 2015
Budget Information:
Contractual: $8,351,641

Deliverable 8h: Lower Matecumbe Key Pump Station
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: August 2015
Budget Information:
Contractual: $3,122,587

Deliverable 8i: Collection System Facilities on Private Roads
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: January 2015
Budget Information:
Contractual: included per island

Deliverable 8j: Upgrade Vacuum Station Tanks to 316 Stainless Steel
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: August 2015
Budget Information:
Contractual: $322,391

Deliverable 8j: KLWTD Salinity Meters, SCADE and Telemetry, Design Coordination
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: August 2015
Budget Information:
Contractual: $242,770

TASK 9. KEY LARGO WASTEWATER TREATMENT DISTRICT

Cost: $11,155,000 – For payment to the Key Largo Wastewater Treatment District for providing wastewater treatment and disposal capacity for the flow collected by and delivered from the Islamorada collection system. (These funds pay for the cost-effective solution to treating Islamorada's wastewater flow in lieu of the Village having to build its own, more expensive wastewater treatment plant.)

Deliverable 9a: Capacity Allocation
Performance Measures: Execution of Agreement with Key Largo Wastewater Treatment District
Completion Date: May 2022
Budget Information:

Contractual: $10,176,000

Deliverable 9b: Plant Upgrades
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: TBD, per Interlocal Agreement with Key Largo Wastewater Treatment District
Budget Information:
Contractual: $736,000

Deliverable 9c: Odor Control
Performance Measures: Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
Completion Date: TBD, per Interlocal Agreement with Key Largo Wastewater Treatment District
Budget Information:
Contractual: $243,000

TASK 10. LAND PURCHASES AND EASEMENTS – Task 10 is not eligible for funding under this Agreement.
Cost: $1,000,000

Deliverable 10: Middle Plantation Key, Upper Matecumbe Key and Lower Matecumbe Key Vacuum Pump Station Sites
Performance Measures: Warranty Deeds
Completion Date: January 2013
Budget Information:
Land: $1,000,000

TASK 11. OWNERS REPRESENTATION – Task 11 is not eligible for funding under this Agreement.
Cost: $4,080,900

Deliverable 11: Owner's Representation
Performance Measures: Submittal of monthly timesheets and monthly progress reports
Completion Date: December 2015
Budget Information:
Contractual: $4,080,900

FY 12-13: $1,432,300
FY 13-14: $1,650,700
FY 14-15: $920,000
FY 15-16: $77,900

TASK 12. CONSTRUCTION MANAGEMENT – Task 12 is not eligible for funding under this Agreement.
Cost: $5,424,980

Deliverable 12: Construction Management
Performance Measures: Submittal of monthly timesheets and monthly progress reports
Completion Date: December 2015
Budget Information:
Contractual: $5,424,980

FY 12-13: $1,945,460
FY 13-14: $2,169,420
FY 14-15: $1,200,000
FY 15-16: $110,100

TASK 13. ADMINISTRATION – Task 13 is not eligible for funding under this Agreement.
Cost: $1,353,309

Deliverable 13a: Village Staff Salaries & Fringe Benefits
Completion Date: December 2015
Budget Information:
Salaries: $681,660

FY 12-13: $234,000
Wastewater Manager: 0.75 FTE (1,560 hr) of $90,000 Full-Time Salary = $67,500
Wastewater Engineer: 0.75 FTE (1,560 hr) of $75,000 Full-Time Salary = $56,250
WW Admin Assistant: 0.75 FTE (1,560 hr) of $43,434 Full-Time Salary = $32,580
Village Manager: 0.15 FTE (312 hr) of $140,000 Full-Time Salary = $21,000
VM Admin Assistant: 0.15 FTE (312 hr) of $59,733 Full-Time Salary = $8,960
Finance Director: 0.25 FTE (520 hr) of $90,000 Full-Time Salary = $22,500
Grants Administrator: 0.25 FTE (520 hr) of $50,440 Full-Time Salary = $12,610
Accounting Assistant: 0.25 FTE (520 hr) of $50,400 Full-Time Salary = $12,600

FY 13-14: $198,960
Wastewater Manager: 0.75 FTE (1,560 hr) of $90,000 Full-Time Salary = $67,500
Wastewater Engineer: 0.75 FTE (1,560 hr) of $75,000 Full-Time Salary = $56,250
WW Admin Assistant: 0.75 FTE (1,560 hr) of $43,434 Full-Time Salary = $32,580
Village Manager: 0.10 FTE (208 hr) of $140,000 Full-Time Salary = $14,000
Finance Director: 0.15 FTE (312 hr) of $90,000 Full-Time Salary = $13,500
Grants Administrator: 0.15 FTE (312 hr) of $50,440 Full-Time Salary = $7,570
Accounting Assistant: 0.15 FTE (312 hr) of $50,400 Full-Time Salary = $7,560

FY 14-15: $198,960
Wastewater Manager: 0.75 FTE (1,560 hr) of $90,000 Full-Time Salary = $67,500
Wastewater Engineer: 0.75 FTE (1,560 hr) of $75,000 Full-Time Salary = $56,250
WW Admin Assistant: 0.75 FTE (1,560 hr) of $43,434 Full-Time Salary = $32,580
Village Manager: 0.10 FTE (208 hr) of $140,000 Full-Time Salary = $14,000
Finance Director: 0.15 FTE (312 hr) of $90,000 Full-Time Salary = $13,500
Grants Administrator: 0.15 FTE (312 hr) of $50,440 Full-Time Salary = $7,570
Accounting Assistant: 0.15 FTE (312 hr) of $50,400 Full-Time Salary = $7,560

FY 15-16: $49,740

Wastewater Manager: 0.1875 FTE (390 hr) of $90,000 Full-Time Salary = $16,875
Wastewater Engineer: 0.1875 FTE (390 hr) of $75,000 Full-Time Salary = $14,063
WW Admin Assistant: 0.1875 FTE (390 hr) of $43,434 Full-Time Salary = $8,145
Village Manager: 0.025 FTE (52 hr) of $140,000 Full-Time Salary = $3,500
Finance Director: 0.0375 FTE (78 hr) of $90,000 Full-Time Salary = $3,375
Grants Administrator: 0.0375 FTE (78 hr) of $50,440 Full-Time Salary = $1,893
Accounting Assistant: 0.0375 FTE (78 hr) of $50,400 Full-Time Salary = $1,890

Fringe Benefits: $175,040

FY 12-13: $59,660
FY 13-14: $51,280
FY 14-15: $51,280
FY 15-16: $12,820

FICA & Medicare: 7.65% of Full-Time Salary
401a Employee Pension: 4.00% of Full-Time Salary
Life Insurance: $3.72/$1,000 of Full-Time Salary
Health, Dental, Vision Insurance: $9,000/FTE
Worker's Compensation Insurance: $1,000/FTE

Deliverable 13b: Professional Financial Consulting Services
Performance Measures: Submittal and update as necessary of financial planning documents (rate studies, financial forecast, etc.) to secure project financing and maintain non-ad valorem assessment program
Completion Date: December 2015
Budget Information:
Contractual: $274,790
FY 12-13: $120,600
FY 13-14: $70,000
FY 14-15: $70,000
FY 15-16: $14,190

Deliverable 13c: Professional Legal Services
Performance Measures: Production of project-related ordinances and resolutions, submittal of document review analyses, and provision of legal guidance
Completion Date: December 2015
Budget Information:
Contractual: $241,500
FY 12-13: $129,000
FY 13-14: $50,000
FY 14-15: $50,000
FY 15-16: $12,500

Deliverable 13d: Other General Expenses
Completion Date: December 2015
Budget Information:
Contractual: $67,010
FY 12-13: $22,010
FY 13-14: $20,000
FY 14-15: $20,000
FY 15-16: $5,000

Total Budget by Task: $114,423,273

Task		DEP Grant Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
DESIGN-BUILD				
1	**ENTIRE PROJECT**			
1a	Payment/Performance Bond	$900,000		
1b	Insurance	$1,061,378		
1c	Mobilization	$1,850,000		
1d	Demobilization	$350,000		
1e	Record Drawings	$150,000		
1f	O&M Manuals	$100,000		
1g	Training	$50,000		
1h	PM, Supervision and GCs	$14,593,946		
		$19,055,324		
2	**KEY LARGO PIPELINE**			
2a	*Engineering Submittals*			
	Preliminary (30%) and BODR	$919,993		
	Intermediate (60%)	$669,086		
	Final	$334,543		
2b	*Hydraulic Analysis*			
	Draft	$125,454		
	Final	$41,818		
2c	*Permits*			
	FEDP	$26,316		
	FDOT	$26,316		
	FDEP	$26,316		
		$2,169,842		
3	**PLANTATION KEY FACILITIES**			
3a	*Engineering Submittals*			
	Preliminary (30%) and BODR	$752,721		
	Intermediate (60%)	$669,086		
	Final	$250,907		
3b	*Permits*			
	FEDP	$26,316		
	FDOT	$26,316		
	FDEP	$26,316		
	Village	$26,316		
		$1,777,978		
4	**WINDLEY KEY FACILITIES**			
4a	*Engineering Submittals*			
	Preliminary (30%) and BODR	$334,543		
	Intermediate (60%)	$250,907		
	Final	$83,636		
4b	*Permits*			
	FEDP	$26,316		
	FDOT	$26,316		
	FDEP	$26,316		
	Village	$26,316		
		$774,350		

5	**UPPER MATECUMBE KEY FACILITIES**			
5a	*Engineering Submittals*			
	Preliminary (30%) and BODR	$919,993		
	Intermediate (60%)	$752,721		
	Final	$250,907		
5b	*Permits*			
	FEDP	$26,316		
	FDOT	$26,316		
	FDEP	$26,316		
	Village	$26,316		
		$2,028,885		
6	**LOWER MATECUMBE KEY FACILITIES**			
6a	*Engineering Submittals*			
	Preliminary (30%) and BODR	$1,003,629		
	Intermediate (60%)	$752,721		
	Final	$250,907		
6b	*Permits*			
	FEDP	$26,316		
	FDOT	$26,316		
	FDEP	$26,316		
	Village	$26,316		
		$2,112,521		
7	**MATERIALS AND EQUIPMENT**			
7a	Pipe, Fittings and Restraints	$3,750,000		
7b	Valves	$300,000		
7c	Vacuum Pits (Sumps)	$3,250,000		
7d	Pump Station Equipment	$1,025,000		
7e	Generators	$500,000		
7f	Electrical Switchgear	$250,000		
7g	Odor Control Equipment	$400,000		
		$9,475,000		
8	**WORK ITEMS**			
8a	**Key Largo Pipeline**			
	Installation of Pipeline	$5,831,571		
8b	**Plantation Key Facilities**			
	NPK Vacuum Sewer Improvements	$1,025,129		
	NPK Master Pump Station	$1,235,650		
	MPK Collection System Piping	$5,630,638		
	MPK Vacuum Station	$1,000,000		
	Fontaine Road Piping	$138,016		
	South Plantation Key Vacuum Station	$1,000,000		
	Collection System Piping South Plantation	$9,204,376		
8c	**South Plantation Key Pump Station**			
	South Plantation Key Force Mains	$2,907,117		
8d	**Windley Key Facilities**			
	Collection System and Force Main Piping	$2,374,558		
8e	**Upper Matecumbe Key Facilities**			
	Upper Matecumbe Vacuum Station	$1,000,000		
	Collection System Piping	$8,542,137		

8f	**Upper Matecumbe Key Pump Station**			
	Force Main Piping	$1,999,912		
8g	**Lower Matecumbe Key Facilities**			
	Lower Matecumbe Vacuum Station	$1,000,000		
	Collection System Piping	$7,351,641		
8h	**Lower Matecumbe Key Pump Station**			
	Force Main Piping	$3,122,587		
8i	**Private Roads**			
	Collection System Piping	Included per island		
8j	**Key Largo Wastewater Treatment District**			
	Salinity Meters, SCADA and Telemetry, Design Coordination, etc.	$242,770		
	Upgrade Vacuum Station Tanks to 316 Stainless Steel	$322,391		
		$53,928,493		
SUBTOTAL DESIGN/BUILD		***$91,322,393***		
OTHER				
9	**KEY LARGO WASTEWATER TREATMENT DISTRICT**			
9a	Capacity Allocation	$10,176,000		
9b	Plant Upgrades	$736,000		
9c	Odor Control	$243,000		
		$11,155,000		
10	**LAND PURCHASES & EASEMENTS**	**$1,000,000**		
11	**OWNERS REPRESENTATIONS**	**$4,080,900**		
12	**CONSTRUCTION MANAGEMENT**	**$5,424,980**		
13	**ADMINISTRATION**			
13a	Village Staff Salaries and Fringe Benefits	$856,700		
13b	Professional Financial Consulting Services	$274,790		
13c	Professional Legal Services	$241,500		
13d	Other General Services	$67,010		
		$1,440,000		
SUBTOTAL OTHER		***23,100,880***		
TOTAL PROJECT COSTS		**$114,423,273**		

ATTACHMENT B
Disbursement Request Package

1. Grantee/Recipient **(*1)** ______________________
2. Project Number **LP(*2)** ______ Date of Request ______
3. Disbursement Request Number ______ Required Match % ______
4. Type of Request: Partial ☐ Final ☐
5. Federal Employer Identification Number ______
6. Task/Deliverable No. ______
7. Mail ☐ EFT ☐ Send Remittance to:

____

____

____

____

Disbursement Details
(cumulative amounts rounded to the nearest dollar)
NOTE: Can only claim expenses in approved budget.

		Amount this Request	Total Cumulative
1.	Salaries	N/A	N/A
2.	Fringe Benefits	N/A	N/A
3.	Travel	N/A	N/A
4.	Contractual Services		
5.	Equipment	N/A	N/A
6.	Supplies/Other Expenses	N/A	N/A
7.	Land	N/A	N/A
8.	Indirect Charges	N/A	N/A
9.	Total		
10.	Disbursements previously requested		
11.	Amount Requested for Disbursement (line 9 minus 10)		

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
Bureau of Water Facilities Funding MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Grant Manager's Certification

of Disbursement Request

I, ____ ,

(name of Grantee's Grant Manager designated in the Agreement)

on behalf of ______________________________________ , do hereby certify that:

(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

____
(Signature of Grant Manager)

____
(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, ______________________________________, being the Professional Engineer retained by
(name of Professional Engineer)

____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements; and
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

____
Signature of Professional Engineer

____
Firm or Affiliation

____________________ ____________________
(Date) (P.E. Number)

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	**LP(*2)**		
Grantee Name:	**(*1)**		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			
Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.			

(continued from page 1)

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Provide a project budget update, comparing the project budget to actual costs to date.

Budget Category	Total Project Budget	Expenditures Prior to this Reporting Period	Expenditures this Reporting Period	Project Funding Balance

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP(*2) and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager | Date

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

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 contract/agreement*) to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/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 OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/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 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 OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. 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 by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates 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(7), 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 $500,000 in state financial assistance in its fiscal year, 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 $500,000 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.state.fl.us/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 OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

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

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

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

3. 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 the following address:

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

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. 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 the following address:

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

5. 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 OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **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 **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Save Our Everglades Trust Fund, Line Item 1686A	2012-2013	37.039	Statewide Surface Water Restoration and Wastewater Projects		

Total Award	$	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: ______________ TO: _________________

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

$____

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

____ _________________________
Signature Date

____
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: _**Month/Year**_ TO: _**Month/Year**_

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$______________________________________

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us