

RESOLUTION NO. 2005- 2106

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE CITY OF ST. AUGUSTINE, FLORIDA, FOR PHASE THREE B OF THE CENTRAL SEWER LINE EXTENSION PROJECT IN THE WEST AUGUSTINE AREA OF THE COUNTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, it is the design, purpose and intention of St. Johns County, Florida (County), and the City of St. Augustine, Florida (City) to permit the County, and the City, individually, and collectively, to make the most efficient use of their governing powers, resources, and capabilities in the manner set forth herein, with regard for the residents who reside in the West Augustine Area (WAA) of the County, described in County Resolution Number 2000-146; and

WHEREAS, the City has the legal authority, pursuant to County Resolution Number 99-91, to serve the WAA with central sewer and water utilities; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the City, in order to provide Phase One, Phase Two, and Phase III A of the Central Sewer Line Extension Project, so that failing septic tanks in the WAA could be removed and replaced with functioning central sewer facilities; and

WHEREAS, the County has determined that the total cost to design and construct the Phase III B Central Sewer Line Extension Project in the WAA is two hundred seventy-seven thousand, six hundred twelve dollars (\$277,612); and

WHEREAS, the County requested and received a State of Florida (State) funding Grant from the State of Florida Department of Environmental Protection (DEP) for the Phase III A, and Phase III B of the Central Sewer Line Extension Project in the WAA (a copy of the State DEP Grant Agreement No. LP 0526 (including Attachments), is attached hereto, and incorporated herein; and

WHEREAS, the County, and the City, have determined that a new Interlocal Agreement that provides the mechanism for accomplishing Phase III B of the Central Sewer Line Extension Project in the WAA; and

WHEREAS, both the County, and the City, wish to extend the contractual relationship, and enter into a new Interlocal Agreement, so that the City can complete Phase III B of the Central Sewer Line Extension Project in the WAA; and

WHEREAS, the Interlocal Agreement between the County, and the City establishes the rights, duties, and responsibilities of both the County, and City with respect to Phase III B of the Central Sewer Line Extension Project in the WAA; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Interlocal Agreement for Phase III B of the Central Sewer Line Extension Project in the WAA (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting the terms of the Interlocal Agreement, and entering into said Interlocal Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

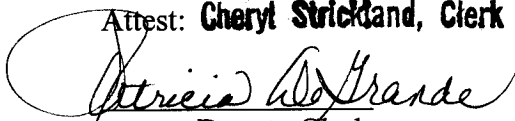
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Interlocal Agreement for Phase III B of the Central Sewer Line Extension Project in the West Augustine Area of St. Johns County Florida, between St. Johns County, Florida, and the City of St. Augustine, Florida, and authorizes the County Administrator to execute the above-mentioned Interlocal Agreement on behalf of St. Johns County.

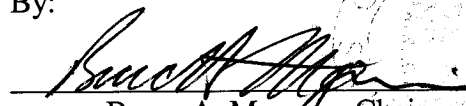
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of September, 2005.

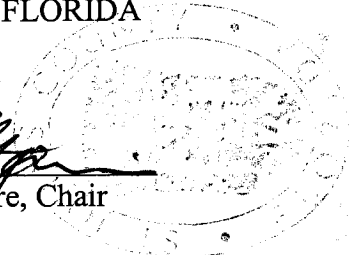
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: **Cheryl Strickland, Clerk**

  
Deputy Clerk

By:

  
Bruce A. Maguire, Chair



RENDITION DATE 9-23-05

FILED

05 SEP 23 PM 12: 50

CHERYL STRICKLAND  
CLERK COUNTY COMMISSION  
ST. JOHNS COUNTY FL

**INTERLOCAL AGREEMENT  
FOR PHASE III B OF CENTRAL SEWER LINE EXTENSION PROJECT IN  
THE WEST AUGUSTINE AREA OF ST. JOHNS COUNTY, FLORIDA,  
ASSOCIATED WITH  
FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION (DEP) AGREEMENT NUMBER LP0526**

**THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into between St. Johns County (County), a political subdivision of the State of Florida, by and through its Board of County Commissioners (Board), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, and the City of St. Augustine, Florida (City), a municipal corporation of the State of Florida, whose address is 75 King Street, St. Augustine, Florida 32084.**

**RECITALS**

**WHEREAS, it is the design, purpose, and intention of the County, and the City to permit the County, and the City, individually, and collectively, to make the most efficient use of their governing powers, resources and capabilities in the manner set forth herein, with regard for the health and safety of the residents who reside in the West Augustine Area (WAA) of the County, described in County Resolution Number 2000-146; and**

**WHEREAS, the City has the legal authority, pursuant to County Resolution Number 99-91, to serve the WAA with central sewer and water utilities; and**

**WHEREAS, the County has previously entered into an Interlocal Agreement with the City, in order to provide Phase One, Phase Two, and Phase III A of the Central Sewer Line Extension Project, so that failing septic tanks in the WAA could be removed and replaced with functioning central sewer facilities; and**

**WHEREAS, the County desires to assist County residents in the WAA by executing a new Interlocal Agreement with the City, in order to accomplish the design and construction of the Phase III B of the Central Sewer Line Extension; and**

**WHEREAS, the County has determined that the total cost to design and construct the Phase III B of the Central Sewer Line Extension is two hundred seventy-seven thousand, six hundred twelve dollars (\$277,612.00); and**

**WHEREAS**, the **County** requested and received a State of Florida (State) funding Grant from the State Department of Environmental Protection (DEP) for the Phase III B of the Central Sewer Line Extension in the WAA (a copy of the State DEP Grant Agreement No. LP0526 (including Attachments) is attached hereto, and incorporated herein); and

**WHEREAS**, the State DEP Grant amounts to two hundred eight thousand, two hundred nine dollars (\$208,209.00) which represents seventy-five percent (75%) of the Phase III B total cost of two hundred seventy-seven thousand, six hundred twelve dollars (\$277,612.00); and

**WHEREAS**, the State DEP Grant requires a twenty-five percent (25%) match from the **County**, which amounts to sixty-nine thousand, four hundred three dollars (\$69,403.00); and

**WHEREAS**, this **Agreement** establishes that with respect to the twenty-five percent match (25%), the **County** obligates itself to forty-seven thousand, one hundred ninety-four dollars (\$47,194.00), which represents seventeen percent (17%) of the Phase III B total cost of two hundred seventy-seven thousand dollars, six hundred twelve (\$277,612.00); and

**WHEREAS**, this **Agreement** establishes that the **County's** forty-seven thousand, one hundred ninety-four dollar (\$47,194.00) contribution will be in the form of cash; and

**WHEREAS**, this **Agreement** establishes that with respect to the twenty-five percent match (25%), the **City** obligates itself to twenty-two thousand, two hundred nine dollars (\$22,209.00), which represents eighteen percent (8%) of the Phase III B total cost of two hundred seventy-seven thousand, six hundred twelve dollars (\$277,612.00); and

**WHEREAS**, this **Agreement** establishes that the **City's** twenty-two thousand, two hundred nine dollar (\$22,209.00) contribution will be in the form of in-kind services such as (planning, design, engineering, construction supervision, and other services related to Phase III B of the Central Sewer Line Extension in the WAA); and

**WHEREAS**, the **County** will re-imburse the **City** for ninety-two percent (92%) of the design and construction costs of the central sewer line extension, with the total **County** payment, not to exceed two hundred fifty-five thousand, four hundred three dollars (\$255,403.00), unless subsequently approved by the **Board**, by Amendment to this **Agreement**, which shall be accompanied by a Resolution, authorizing the **County Administrator** to execute such an Amendment, on behalf of the **County**; and

**WHEREAS**, Section 163.02, Florida Statutes (2004) authorizes the **County**, and the **City** to enter into this **Agreement**.

**Section 1. Effect of Recitals.** The above Recitals are incorporated into the body of this **Agreement**, and said Recitals are adopted as Findings of Fact.

**Section 2. Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this **Agreement**, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion or the proscribed application thereof shall be severable, and the remaining portions of this **Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

**Section 3. Controlling Law/Venue.** This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this **Agreement** shall be in St. Johns County, Florida.

**Section 4. Assignment/Transfer/Sale.** In light of the scope and rationale for this **Agreement**, neither the **County**, nor the **City**, may assign, transfer, and/or sell any of the rights noted in this **Agreement** without the express written approval of the other party. Should either the **County**, or the **City**, assign, transfer, or sell any of the rights noted in this **Agreement** without such prior express approval of the other party, then such action on the part of either the **County**, or the **City**, shall result in the automatic termination of this **Agreement**, without further notice or action required on the part of the other party.

**Section 5. Complete Expression of Agreement; Subsequent Amendment.** Both the **County**, and the **City**, acknowledge that this **Agreement** constitutes the complete and understanding of both parties. Both the **County**, and the **City**, acknowledge that any amendments to this **Agreement** shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and the **City**. It is expressly noted that any subsequent amendment to this **Agreement** shall be filed with both the Clerk of the Circuit Court of St. Johns County, and with the Clerk for the City of St. Augustine.

**Section 6. Authority; General Responsibilities.**

- A) All of the privileges and immunities and limitations for liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits that apply to the activity of officers, agents, or employees of either the **County**, or the **City** when performing the duties of their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially, under the provisions of this **Agreement**.
- B) This **Agreement** does not, and shall not be deemed to relieve either the **County**, or the **City**, of any of their respective obligations or responsibilities imposed upon them by law, except to the extent of the actual and timely performance of those

obligations or responsibilities by either the **County**, or the **City**, in which case, performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

#### **Section 7. Definitions.**

- A) *“Central Sewer Line Extension”* means new sanitary sewer lines and appurtenant facilities to be owned by the **City** and constructed by the **City** in the **County**-owned/maintained rights-of-way located in the WAA that will deliver all sewage generated in such are to the **City’s** sewage treatment plant #1.
- B) *“Connection Fees”* mean the charges to pay for sewage treatment plant capacity.
- C) *“Construction Contract”* means the contract executed between the **City**, and the lowest responsible bidder holding a Florida underground contractor’s license for construction of the Third Phase of the Central Sewer Line Extension.
- D) *“Contractor”* means the contractor who is a party to the Construction Contract.
- E) *“City”* means the City of St. Augustine, Florida.
- F) *“City Department”* means the **City** Utilities Department.
- G) *“County”* means St. Johns County, Florida.
- H) *“County Department”* means the **County** Department of Housing/Community Services.
- I) *“Notice”* means written notice to the proper representatives of both the **County**, and the **City**.
- J) *“Permit”* means approval by agencies such as the **County**, and/or the State DEP.
- K) *“Phase III B”* means that part of the Central Sewer Line Extension Project that covers Hurst Street, King Street Extension, and other designated areas.
- L) *“Tap Fees”* mean the charges associated with meters, backflow preventers, and sewer lateral connections.
- M) *“Re-imbusement Invoice”* means written request or invoice submitted by the **City** for payment of reasonable engineering and construction expenses of the **City** pertaining to the design/construction of the Central Sewer Line Extension. Each Re-imbusement Invoice must include the certificates and documentation described in Section 10 (Rights and Obligations of the City) below.

**Section 8. Term of this Agreement.** Unless sooner terminated as provided herein, this **Agreement** shall commence as of the effective date of this **Agreement**, and shall continue thereafter until, and through, September 30, 2007. This **Agreement** may be terminated at an earlier date, if the design and construction of Phase III B of the Central Sewer Line Extension Project is completed, prior to September 30, 2007, and the **County**, and the **City**, and the State DEP (if necessary) have mutually agreed that the project obligations and State DEP Grant Agreement requirements have been met.

**Section 9. Rights and Obligations of the County.**

- A) Commencing on the effective date of the **Agreement**, the **County Department of Growth Management, and the County Housing/Community Services Department**, shall have the right to review and approve all design drawings, State DEP Permit Applications and bid documents that will be developed by the **City**, in order to facilitate the construction of Phase III B of the Central Sewer Line Extension Project. In the event that that **County** does not respond with comments within five (5) working days of receipt of such design drawings, permit applications, and bid documents from the **City**, then the **County** waives any objections.
- B) The **County** shall pay ninety-two percent (92%) of the reasonable costs designing, permitting, and constructing of Phase III B of the Central Sewer Line Extension Project. The **County's** payments shall be made from funds received as part of the previously described Grant from the State DEP, and/or funding sources approved under this **Agreement**.

**Section 10. Rights and Obligations of the City.**

- A) The **City** will apply for the rights-of-way permits with the **County Road and Bridge Department**. The **City** shall allow the **County Utility Department**, upon reasonable notice to the **City**, to monitor and inspect all work performed by the **City**, or its contractors, to ensure conformance with the design specifications, providing such review does not cause the **City** delays in construction schedules. The **City** will cause Phase III B of the Central Sewer Line Extension Project to be constructed and completed in a workmanlike manner in accordance with the design drawings.
- B) The **City** will submit to the **County** for re-imbursement of allowable costs, based upon a **County-approved** schedule of values.

- C) The **City Utilities Department** shall design and specify the elements of Phase III B of the Central Sewer Line Extension Project, advertise for bids, enter into the Construction Contract with the lowest qualified bidder, provide inspection services, and administer the Construction Contract for building Phase III B of the Central Sewer Line Extension Project, all in accordance with applicable federal, state, and local laws. Construction progress Invoices will be re-imbursed at ninety-two percent (92%) of the reasonable cost to the **County** as reviewed and approved by the **County Housing/Community Services Department**, but in no event shall the **County** payment exceed two hundred fifty-five thousand, four hundred three dollars (\$255,403.00).
- D) The **City** shall give advanced written notice to the **County**, on any issue that will cause a delay, or cause the construction schedule to change, or change the completion date. Phase III B of the Central Sewer Line Extension Project shall be completed, and in operation, by September 30, 2007.
- E) The **City** shall first pay the Contractor, and then the **City** shall seek re-imburement from the **County**. The **City** shall submit monthly design/construction Re-imburement Invoices to the **County** for processing and payment. Each such invoice shall have an accompanying certificate by the **City** that details the design, construction work, and construction materials that are being invoiced to the **County** and certifies that such work has been accomplished, and the materials have been delivered, and that the costs thereof have not been included in any prior invoice. Additionally, each such invoice shall include documentation satisfactory to the **County**, that establishes that the invoice is for reimbursement of reasonable costs actually incurred by the **City** for the design and/or construction of Phase III B of the Central Sewer Line Extension Project. Each invoice from the **City** must show total costs incurred to date. The **City** shall pay cost overruns, if any, unless approved in advance by the **County**. The **County** shall re-imburse ninety-two percent (92%) of the invoice, but in no event shall the **County** be requested to pay more than two hundred fifty-five thousand, four hundred three dollars (\$255,403.00).
- F) The **City** shall ensure that all work carried out by the **City**, or agents of the **City**, that is associated with fulfilling the terms of this **Agreement** shall be in full conformance with the terms, conditions, and requirements contained in State DEP Grant Agreement Number LP0526 that has been granted to the **County**. Furthermore, the **City** hereby agrees, and all of the **City's** agents and sub-agents shall be required by the **City** to agree, to co-operate with, and give the **County** full and unhindered access to monitor and review the work and/or records of the **City**, and the **City's** agents and/ or sub-agents, in determining compliance with the



terms, provisions, conditions, and/or requirements of said State  
DEP Grant Agreement Number LP0526.

**Section 11. Notices.** All notices and other correspondence to the **County** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**County Administrator**  
4020 Lewis Speedway  
St. Augustine, Florida 32084

**With a Copy To:**

**Director—County Department of Housing/Community Services**  
3149 Ponce De Leon Boulevard  
Suite 9  
St. Augustine, Florida 32084

All Notices, and other correspondence to the **City** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**City Manager**  
75 King Street  
St. Augustine, Florida 32084


**With a Copy To:**

**Director—City Department of Utilities**  
75 King Street  
St. Augustine, Florida 32084

**Section 12. Effective Date.** The effective date of this Agreement will be the latter of the two following dates—either September 1, 2005, or the date that this Agreement is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

**ATTEST: Cheryl Strickland, Clerk**

**BOARD OF COUNTY  
COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

  
**Deputy Clerk, Board of County  
Commissioners of St. Johns  
County, Florida**

By:   
**Bruce A. Maguire, Chair**

Date: 9-23-05

(SEAL)

**ATTEST**

  
**City Clerk**



**CITY OF ST. AUGUSTINE,  
FLORIDA** (a municipal  
corporation)

  
**Mayor**

Date: August 22, 2005

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
**County Attorney**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
**City Attorney**

STATE FINANCIAL ASSISTANCE AGREEMENT  
ST. JOHNS COUNTY  
DEP AGREEMENT NO. LP0526

STATE OF FLORIDA  
GRANT ASSISTANCE  
PURSUANT TO LINE ITEM 2064A OF THE 2004 - 2005 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 ST. JOHNS COUNTY, whose address is 4020 Lewis Speedway, St. Augustine, Florida, 32085 (hereinafter referred to as "Grantee" or "Recipient"), existing as a local government agency under the laws of the State of Florida, to provide funds for the West Augustine funding for non-functional septic tanks project.

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", "Recipient" and "Contractor" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than September 30, 2007, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement unless the Department has issued an approval to incur costs prior to the execution of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
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 \$500,000 toward the total project cost estimate of \$667,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of 25% toward the project described in **Attachment A**. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Disbursement Request Package (provided as **Attachment B**). In addition to the disbursement form, 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 requests for reimbursement of travel expenses shall be in accordance with travel limits established in Section 112.061, Florida Statutes. Payment requests shall be submitted no more frequently than monthly. The Payment Request Package includes:
    - (1) A completed Disbursement Request Form signed by the 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 cost or charges for such work; and the person providing the service or performing the work. **If payment is based on incurred costs, invoices reflecting the above may be included. If payment is based on reimbursement, proof of payment of the invoices is required; and**

- (2) A certification signed by the Grant Manager as to the current estimated cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments; and
    - (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying 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. In addition to the invoicing requirements contained in paragraph 3.B. 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 and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within 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). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
  - D. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.dbf.state.fl.us/aadir/reference\\_guide](http://www.dbf.state.fl.us/aadir/reference_guide).
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 C**) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and **Attachment E**) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department (see **paragraph 16**). Progress reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "progress reports" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review 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 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. In addition to the provisions contained in paragraph 9 above, the Grantee shall comply with the applicable provisions contained in the Special Audit Requirements (**Attachment D**). A revised copy of **Attachment D**, Exhibit-1 must be provided to the Grantee with each amendment that authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. If the Grantee fails to receive a revised copy of **Attachment D**, Exhibit-1, the Grantee shall notify the Department's Grant Manager indicated in this Agreement to request a copy of the updated information.
11.
  - A. The Grantee shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the Department's Grant Manager. 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.
  - B. 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. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
12. 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.
13. 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 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.
14. The Department's Grant Manager for this Agreement is identified below.

Tommy Williams  
Bureau of Water Facilities Funding  
Florida Department of Environmental Protection  
2600 Blair Stone Road, MS 3505  
Tallahassee, Florida 32399-2400  
Phone: 850-245-8358  
Fax: 850-245-8411  
Email: thomas.e.williams@dep.state.fl.us

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

Tom Crawford, Director, Housing & Community Services

St. Johns County  
P.O. Box 349  
St. Augustine, Fl. 32085  
Phone: 904-827-6891  
Fax: 904-823-2481  
Email: tcrawford@co.st-johns.fl.us

16. In accordance with Section **216.181(16)(b), Florida Statutes**, the Department, upon written request from the Grantee and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds which has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements which must be met in order for advance payment to be authorized. If additional requirements are imposed by the State's Chief Financial Officer, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Grantee shall be responsible for submitting the information requested in the Interest Earned Memorandum (**Attachment E**) and the Advance Payment Justification Form (**Attachment F**) to the Department's Grant Manager quarterly. This information shall be requested by the Grant Manager and submitted by the Grantee on a quarterly basis in conjunction with the invoice/reporting requirements established in paragraphs 3 and 5.

17. To the extent required by law, the Grantee will be self-insured, 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 his employees not otherwise protected.
18. 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.
19. The Grantee covenants that it currently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
20. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
21. The Department may at any time, by written order designated to be a change order, make any change in the Project Work Plan within the general scope of this Agreement (e.g., specifications, task timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ST. JOHNS COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]  
County Administrator

By: [Signature]  
Secretary or designee

Date: Nov 29, 2004

Date: DEC 01 2004

FEID No.: 59-6000825

[Signature]  
Thomas E. Williams, Grant Manager

Approved as to form and legality  
[Signature]  
DEP Program Attorney

\*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 (1 Page)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Progress Report Form (2 Pages)
Attachment	D	Special Audit Requirements (5 Pages)
Attachment	E	Advance Payment – Interest Earned Memorandum (1 Page)
Attachment	F	Advance Payment Justification Form (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	N/A



# ATTACHMENT A

## PROJECT WORK PLAN

**GRANTEE:** St. Johns County  
**Project Title:** West Augustine Funding  
For Non-Functional Septic Tanks  
**Grant #** LP0526

<b>Category of Expenditure</b>	<b>PROJECT DEP Funds</b>	<b>BUDGET Matching Funds</b>	<b>Total Funding</b>
Professional Services Engineering, Plan Design Construction Supervision		\$100,000	\$100,000
Construction & Demolition	\$500,000	\$67,000	\$567,000
Land			
Equipment			
Other			

### SCOPE OF WORK:

The West Augustine DEP Sewer Extension Project will continue the construction of central utility services to eliminate failing septic tanks. The project includes lateral sewer line construction off the Butler Ave. main trunk and lift station, Hurst St. line construction to King St. Ext., and Orange St. and Theodore St. line construction, i.e. attached map.

The project will serve existing residential households with aging septic systems, two affordable housing sub-divisions that were awarded federal and state down payment assistance for home ownership, and Habitat Humanities 21<sup>st</sup> Century Challenge, to eliminate substandard housing in West Augustine, St. Johns County.

The project is expected to be completed with a 180 day engineering, design, and project bid schedule, and a two year construction build out.

9/07

### PROJECT MILESTONES:

The first West Augustine Sewer Extension Project completed the main sewer line along Butler Ave. and Hurst St. and installed a lift station. This was a DEP funded project completed in Spring 2001.

The second West Augustine Sewer Extension Project began lateral line construction off the Butler Ave main trunk, eliminates failing residential septic tanks, serves Calvin Peete Community Park, and serves the new affordable housing subdivision. This was an \$470,450 EPA grant with a 45% local match and is scheduled for a Spring 05 completion.

The third West Augustine Sewer Extension Project, construction cost estimate \$550,000, will complete the utility service construction in the Triangle and eliminate failing septic tanks in the project area.

**ATTACHMENT B**  
**Disbursement Request Package**  
 Legislative Projects (LP) Grants

1. Grantee/Recipient \_\_\_\_\_
2. Project Number LP0526 Date of Request \_\_\_\_\_
3. Disbursement Request Number \_\_\_\_\_ Required Match % \_\_\_\_\_
4. Type of Request: Partial  Final
5. Federal Employer Identification Number \_\_\_\_\_
6. Mail  EFT  Send Remittance to: \_\_\_\_\_

**Disbursement Details**

(cumulative amounts rounded to the nearest dollar)

- |   |     |  |
|---|-----|--|
| 1. Planning (attach invoices)                               | \$  |  |
| 2. Engineering (attach invoices)                            |     |  |
| 3. Construction and Demolition (attach invoices)            |     |  |
| 4. Technical Services during Construction (attach invoices) |     |  |
| 5. Other (list - must be specified in agreement)            |     |  |
|   |     |  |
| 6. Total cumulative to date                                 | \$  |  |
| 7. Disbursements previously requested *                     | \$( |  |
| 8. Amount requested for disbursement (line 6 minus line 7)  | \$  |  |

**Requests for Invoices already Paid:**

- 1) Copy of Invoice
- 2) Proof of Payment

**Requests for Invoices not yet Paid:**

- 1) Copy of Invoice
- 2) Advance Payment Justification (one per quarter)
- 3) Advance Payment – Interest Earned (after initial advance)

**\*If prior Disbursement Request was requested by invoices without proof of payment documentation, proof of the prior payment will be required before this request can be disbursed.**

**\*\* SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION 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 the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Grantee's permanent records.
3. The Grantee is required to pay 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. All funds received to date have been applied toward completing the project.
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

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 Florida Administrative Code Rule 62-600 or Rule 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the contract documents;
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 to the Department or are identified and attached hereto.

\_\_\_\_\_  
Signature of Professional Engineer

\_\_\_\_\_  
Firm or Affiliation

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(P.E. Number)

ATTACHMENT C  
PROGRESS REPORT FORM

<b>DEP Agreement No.:</b>	LP0526		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Quarterly Reporting Period:</b>			
<b>Project Number and Title:</b>			
<b>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.)</b>			
<b>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</b>			
<b>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</b>			

(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### and accurately reflects the activities and costs associated with the subject project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## ATTACHMENT D

### 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 Agreement 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)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 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 Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement 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)(d), 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 \$300,000 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 \$300,000 in State financial assistance in its fiscal 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 <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <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(7)(m), 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  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400
  - 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

- 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 the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

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  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

- 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

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  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT - 1**

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

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

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

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	LI 2064A - Ecosystem Management & Restoration TF	2004-2005	37.039	Statewide Surface Water Restoration and Wastewater Projects	140047-05

Total Award				500,000
-------------	--	--	--	---------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://nspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/>]. 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 E**  
**ADVANCE PAYMENT – INTEREST EARNED MEMORANDUM**  
**WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST**

TO:

FROM: Darinda McLaughlin, Finance and Accounting Director  
 Bureau of Finance and Accounting, MS 78

DATE:

SUBJECT: Advance Payment - Contract No.  
 Interest Due to DEP:

Pursuant to Section 216.181(16), Florida Statutes, advance payments may be required to be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, advance approval of the Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records **no later than** \_\_\_\_\_.

Initial advance funding disbursed _____		\$ _____
1. Advanced funds principle expended or returned by contractor covering period of _____ to _____		\$ _____
2. Balance advance funding principle available		\$ _____
3. Interest earned on advanced funds covering period of _____ to _____		\$ _____
4. Amount of interest paid to DEP as of _____		\$ _____
5. Interest balance due to DEP as of _____		\$ _____

\_\_\_\_\_  
 (Project Manager's Signature) (Date)

Special Instructions: If the grant/contract specifies that any accrued interest, which is based upon a grant/contract advance payment(s), will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

In all cases the line 1 and 2 reported amounts are on a cash basis for the advance payment principle. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.

ATTACHMENT F  
**ADVANCE PAYMENT JUSTIFICATION FORM**

Use of this form is not required unless the advance requested requires the prior approval of the Comptroller. For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior Comptroller approval.

<b>Name/Address of the Vendor/Recipient:</b>			
<b>Contact Person/Phone No.</b>			
<b>Agreement No./Purchase Order No. (if known)</b>			
<b>Commodities/Services/Project Description</b>			
<b>Organizational Structure (i.e. local govt., non-profit corporation, etc.)</b>			
<b>Value of Purchase or Grant</b>			
<b>Advance Payment Amount Requested</b>			
<b>Period Advance Payment to Cover</b>	<input type="checkbox"/> 90 days startup	<input type="checkbox"/> Full Contract Period	
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other (specify):	
<b>Indicate Statutory Authority</b>	<input type="checkbox"/> 215.422, F.S.	<input type="checkbox"/> 216.181, F.S.	
<b>GVA Year and Line Item Info</b>	<b>SFY:</b>	<b>Line Item:</b>	
<b>1. Reason advance payment is required:</b>			
<b>2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the Comptroller's Voucher Processing Handbook) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes:</b>			
<b>A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the Department of Insurance, Division of Treasury at 850/413-2776 or SunCom 293-2776 regarding the current Treasury earnings rate.</b>			
<b>B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made.</b>			

ATTACHMENT F

C. Identify the procurement method used to select the vendor.

**3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)**

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection  
Bureau of Finance and Accounting  
Receipts Section  
P.O. Box 3070  
Tallahassee, Florida 32315-3070

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

ATTACHMENT F

**3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.**

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
<b>Total:</b>				

**Certification Statement**

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Type Name of Signatory: \_\_\_\_\_  
 Title: Chief Financial Officer or designee

**DEP Program Area Review/Approval**

**Recommendation:**                       **Approve Request**                       **Deny Request**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Type Name of Signatory: \_\_\_\_\_  
 Title: \_\_\_\_\_ Bureau: \_\_\_\_\_ Division: \_\_\_\_\_

The DEP Program Area should forward this information to the Contracts Disbursements Section at MS78. The Contracts Disbursements Section will forward requests for advance payment to the State Comptroller for review and legislature consultation, as appropriate.

Bureau of Finance & Accounting Use Only