

RESOLUTION NO. 2012-310

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE ALL REQUIRED DOCUMENTS AND DIRECTING STAFF TO AMEND THE FISCAL YEAR 2013 BUDGET AND ACCEPT UNANTICIPATED REVENUE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE 2012 TOTAL MAXIMUM DAILY LOADS (TMDL) WATER QUALITY RESTORATION GRANT FOR THE BISHOP ESTATES ROAD DRAINAGE PROJECT OUTFALLS #1 AND #2; AND AUTHORIZE ITS EXPENDITURE BY THE PUBLIC WORKS DEPARTMENT AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Department of Environmental Protection (FDEP) annually provides funding for the implementation of best management practices, such as regional stormwater treatment facilities, designed to reduce pollutant loads to impaired waters from urban stormwater discharges. This funding is administered by the Department as the TMDL Water Quality Restoration Grant, which is set out by rule in Chapter 62-305, F.A.C. and authorized by Section 403.890(2), F.S.; and

WHEREAS, the St. Johns County, Florida (the "County"), recognizes the importance of the grant to provide funding for the Bishop Estates Road Drainage Improvements Outfalls #1 and #2 project. Such project will benefit Julington Creek, a tributary of the St. Johns River, by reduction of sediment and other nutrients and serve the needs of the County and the benefits of the eligible uses of the funds of the grant; and

WHEREAS, by this action the County acknowledges the award of a State-Funded Grant from the Florida Department of Environmental Protection; and

WHEREAS, the County will competitively bid out the project for construction and administer the grant for the Bishop Estates Road Drainage Improvements project; and

WHEREAS, the County recognizes the award of the grant from the Florida Department of Environmental Protection in the amount of \$255,706.31 and St. Johns County shall provide a match of 25% of the construction costs from the appropriate construction project line item; and

WHEREAS, the Board of County Commissioners of St. Johns County (the "Board") deems it necessary, desirable and in the best interests of the County to approve the receipt of unanticipated revenue through the award of the 2012 TMDL Water Quality Restoration Grant, all in the manner and to the extent hereinafter provided.

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

Section 1. Incorporation of Recitals.

The above Recitals are incorporated into the body of this Resolution, and such Recitals are hereby adopted as findings of fact.

Section 2. Approval and Authorization.

The Application and Agreement between the County and the Florida Department of Environmental Protection, is hereby approved; and the County Administrator or his designee is hereby authorized and directed to execute and deliver the Application and Agreement on behalf of the County, with such changes or modifications as may be approved by the Board.

Section 3. Authorization for Additional Action.

The County Administrator, or designee, is hereby authorized and directed to execute and deliver any and all additional documents, certificates and instruments necessary or proper to do and cause to be done any and all acts and things necessary or proper relating to this Resolution and the Application and Agreement as described in this Resolution. Further, actions by County officers, employees or agents which are in conformity with the purposes and intent of this Resolution are approved and confirmed.

Section 4. Errors and Omissions.

To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. Severability.

If any provision of this Resolution shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provision or cause any other provision to be invalid, inoperative or unenforceable to any extent whatsoever.

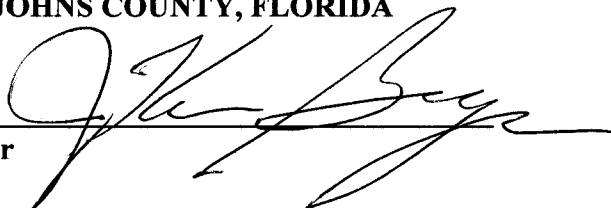
Section 6. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 6 day of November, 2012.

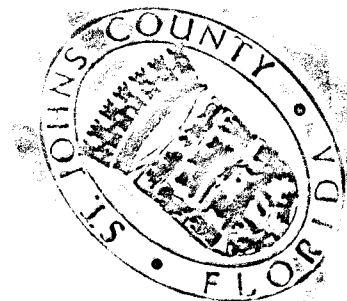
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

Chair



ATTEST: Cheryl Strickland, Clerk

Pam Halteman
Deputy Clerk



RENDITION DATE 11/9/12



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

October 4, 2012

Nick M. Perpich, P.E.
St. Johns County
2740 Industry Center Road
St. Augustine, FL 32084

RECEIVED

OCT - 4 2012

St. Johns County
Engineering

Dear Nick:

Enclosed please find your original copy of the executed contract for the Bishop Estates Road Stormwater Improvements, Outfall Nos. 1 and 2, Contract No. S0611.

If you have any questions, please do not hesitate to contact me. I look forward to working with you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Amanda Peck".

Amanda Peck

Enclosures

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____

Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No.: _____

DEP Agreement No.: S0611

Date Of Request: _____

Performance Period: _____

Task/Deliverable Amount Requested: \$ _____

Task/Deliverable No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Subcontracting:				
Planning	\$N/A	\$N/A	\$N/A	\$N/A
Design	\$N/A	\$N/A	\$N/A	\$N/A
Construction	\$	\$	\$	\$
Equipment Purchases	\$N/A	\$N/A	\$N/A	\$N/A
Supplies/Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land	\$N/A	\$N/A	\$N/A	\$N/A
Indirect	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

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 D
PROGRESS REPORT FORM

DEP Agreement No.:	S0611		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
<p>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.)</p>			
<p>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</p>			
<p>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</p>			

(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. S0611 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

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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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

RECEIVED

OCT - 3 2012

AGREEMENT NO. S0611

St. Johns County
Engineering

STATE OF FLORIDA
GRANT AGREEMENT

PURSUANT TO LINE ITEM 1648A OF THE 2011-2012 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSION, whose address is 2740 Industry Center Road, St. Augustine, Florida 32084 (hereinafter referred to as "Grantee" or "Recipient"), a local governmental entity, to provide financial assistance for the Bishop Estates Road Stormwater Improvements, Outfall Nos. 1 and 2.

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, Grant 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 remain in effect for a period of thirty (30) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may identify project expenditures made on or after March 6, 2012 for purposes of meeting its match requirement identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.
3.
 - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$255,706.31 towards the total project cost of \$403,767.31. The parties hereto understand and agree that this Agreement requires a 25% cost sharing or match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$100,000.00 in cash or third party in-kind, towards the work funded under this Agreement. In addition to the required match, the Grantee shall be responsible for securing the additional \$48,061.00 necessary for the completion of this project and reporting those expenditures to the Department in the Final Report as required under Task 3 in Attachment A.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. In the event that all tasks outlined in Attachment A are not satisfactorily completed within the term of this Agreement, the Grantee shall return all funds provided under this Agreement to the Department. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met. In addition to the summary 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. Travel expenses will not be reimbursed under the terms and conditions of this Agreement.

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 Payment Request Summary Form 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 that 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. Reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices. Additionally, independent of the Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment.
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 paragraph 3.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 and Federal 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). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. 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>.

- E.
1. 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.
 2. 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.

3. 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.
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. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly 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 "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) 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)(a), 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 made a part hereof. **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 Development and Review Manager at 850/245-2361 to request a copy of the updated information.

- 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. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). 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 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. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
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, 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.

14. 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.
15. The Department's Grant Managers (which may also be referred to as the Department's Project Manager) for this Agreement are identified below.

<u>Technical</u>	
Amanda Peck	
Florida Department of Environmental Protection	
Bureau of Watershed Restoration	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-8425
Fax No.:	(850) 245-8434
E-mail Address:	Amanda.Peck@dep.state.fl.us

<u>Administrative</u>	
Connie Becker	
Florida Department of Environmental Protection	
Bureau of Watershed Restoration	
2600 Blair Stone Road, MS# 3510	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-5505
Fax No.:	(850) 245-8434
E-mail Address:	Connie.L.Becker@dep.state.fl.us

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

Nick M. Perpich, P.E.	
St. Johns County	
2740 Industry Center Road	
St. Augustine, Florida 32084	
Telephone No.:	(904) 209-0136
Fax No.:	(904) 209-0137
E-mail Address:	nperpich@sjcfl.us

17. 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 its 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 presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
20. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Project Agreement.
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. Land acquisition is not authorized under the terms of this Agreement.
24. 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.
25. 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.

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

ST. JOHNS COUNTY BOARD OF COMMISSION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
 Title: *

By: [Signature]
 Secretary or designee

Date: Sept 17, 2012

Date: 10/3/12

LEGALLY SUFFICIENT
[Signature]
 Name Wade Schroeder
 Date 9/24/12
 OMB Budget Analyst

[Signature]
 Amanda Peck, DEP Grant Manager

[Signature]
 Connie Becker, DEP Grant Manager

[Signature]
 DEP Contracts Administrator

Approved as to form and legality:

[Signature]
 DEP Attorney

FEID No.:59-6000825

*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 Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (6 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Certification of Applicability to Single Audit Act Reporting (3 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT NAME: Bishop Estates Road Stormwater Improvements, Outfall Nos. 1 and 2

PROJECT FUNDING: \$255,706.31 **MATCH:** \$100,000.00

LEAD ORGANIZATION: St. Johns County

PROJECT LOCATION AND WATERSHED CHARACTERISTICS:

Geographic Location: Fruit Cove CDT, St. Johns County

Impacted Watershed Name: St. Johns River

Size of Project Impact: 740 linear feet

Size of Area Being Treated: 77.74

Latitude: 30.128244

Longitude: -81.609914

Hydrologic Unit Code: Lower St. Johns River, #030801031302

WBID: Receiving Water = Julington Creek, WBIDs #2365 and 2397

Impaired waterbody affected: Lower St. Johns River Main Stem marine reach

Impairment addressed: Sediment reduction through conversion of deep ditches to grassed swales and piping, Total nitrogen (TN) reduction through Type 2 nutrient separating baffle boxes with upflow filters containing specially formulated "Bold and Gold" media.

TMDL Status: TN TMDL for Marine Section adopted in June 2008

BMAP Status: BMAP adopted in October 2008

Land Uses within the area being treated *

Residential Low Density (1100)	0	0
Residential Medium Density (1200)	43.57	56.0
Residential High Density (1300)	0	0
Commercial and Services (1400)	0	0
Industrial (1500)	0	0
Extractive (1600)	0	0
Institutional (1700)	0	0
Recreational (1800)	0	0
Open Land (1900)	0	0
Agriculture (2000)	0	0
Upland Non-Forested (3000)	0	0
Upland Forests (4000)	29.38	37.8
Water (5000)	0	0
Wetlands (6000)	0	0
Barren Land (7000)	0	0
Transportation, Communication, and Utilities (8000)	4.79	6.2

*Note: Under existing conditions, 67.8 acres of the contributing area flows through wetland preserves and wet detention ponds. Therefore, significant attenuation and treatment of stormwater occurs over 90% of the contributing area under existing conditions. The objective of this project is primarily to provide treatment for the more direct discharges from 10.0 acres; which is comprised of 4.79 acres of roadway, 1.85 acres of residential, and 3.35 acres of forest.

LAND OWNERSHIP STATUS:

- Land necessary for the construction of treatment infrastructure is under an easement that allows for the construction and access. The outfall portion of the project is being redesigned so that the entire project area is within the St. Johns County Right of Way.

PROJECT OVERVIEW: St. Johns County has identified the need to make improvements to a series of stormwater outfalls crossing Bishop Estates Road which runs parallel and on the south side of Julington Creek, a tributary to the St. Johns River. This project involves stormwater improvements to a 740-foot long segment of the two-lane roadway presently drained by ditches, some deep and steep-sided. The roadway ditches and off-site areas are connected to two cross-drains (identified as Outfall Nos. 1 and 2) that allow discharge into ditches that traverse over private property to Julington Creek. Approximately 10.0 acres of contributing area (consisting of roadway, residential area, and forest) drains directly to the roadway right-of-way, with an additional 67.8 acres of forested wetlands and residential areas (with wet detention ponds) contributing runoff. This project discharges to the Lower St. Johns River main stem marine reach, which has been identified as impaired for TN with an adopted TMDL and an adopted BMAP.

The project improvements include replacing the deep ditches with shallow, grassed swales over pipe systems with ditch bottom inlets for collection. Two (2) stormwater treatment units with upflow media filters (nutrient separating baffle boxes provided by Suntree Technologies) will be installed in line with the outfalls. These Suntree units are classified as Type 2 units, identified by the action of separating and storing the debris in a horizontal cage above the normal water level in the units. The removal efficiency of nitrogen in Type 2 units was found to be 19% based on mass removal in a recent study. The study is documented in a report titled "Final Report Baffle Box Effectiveness Monitoring Project, DEP Contract No. S0236" for FDEP and Sarasota County; January 7, 2010; prepared by GPI Southeast.

To further enhance nitrogen removal, the County is planning for installation of a special media in the upflow filters that is found to enhance nutrient removal over installing sand. A study conducted by the Stormwater Management Academy at UCF considered nutrient removal through upflow filters with a special media developed by the Academy and given the name "Bold and Gold". The results of one monitoring site led to measured nitrogen reduction of 25% through the filter. This study is documented in a report titled, "Feasibility Study of Waste Tire Use in Pollution Control for Stormwater Management, Drainfields and Water Conservation in Florida"; a research program of Seminole County, FDEP, and the Stormwater Management Academy; September 2008.

This project will provide stormwater treatment in a treatment train approach for both the direct discharges from the adjacent roadway, as well as contributions from off-site treated and untreated areas. New technologies are employed to target nitrogen removal to support the County's goals for TN reduction in the BMAP strategy for allocation in the marine segment of the Lower St. Johns River main stem. Providing stormwater treatment with a treatment train approach is a primary objective of this project with specific targeting of nitrogen removal. Based on analysis using the STEPL model, nitrogen load reduction is estimated at 35% of existing loadings from the project contributing area.

ESTIMATED POLLUTANT LOAD REDUCTION MODEL USED:

- This Agreement is for a structural BMP project. In the below estimated pollutant load reduction, the Grantee used the following model: The STEPL Model has been utilized to develop models for existing and proposed conditions. Two versions of the model are included to account for the effects of existing BMP's providing stormwater treatment to the contributing areas. Contributing areas were divided into 4 watersheds to accurately predict pollutant load removals with effects of existing BMP's (including flow through forested wetlands and wet detention ponds) and proposed BMP's (including proposed grassed swales and a water quality stormwater treatment unit with a sand filter). EMC's listed below were utilized in the calculations.

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Estimated Pollutant Load Reduction

BMPs Installed		TSS	TP	TN	BOD
BMP #1		lbs/yr	lbs/yr	lbs/yr	lbs/yr
Pollutant Loads	Pre-Project	4,598.84	49.25	413.37	1,758.63
	Post-Project	892.87	49.10	268.74	1,755.10
	Load Reduction	3,622.19	0.13	144.84	3.53
	% Reduction	78.76	0.27	35.04	0.20

EMC VALUES FOR MODELING POLLUTANT LOADS

LAND USE CATEGORY	TYPICAL RUNOFF CONCENTRATION (mg/d)						
	TOTAL	TOTAL P	BOD	TSS	COPPER	LEAD	ZINC
Low-Density Residential ¹	1.61	0.191	4.7	23.0	0.008 ⁴	0.002 ⁴	0.031 ⁴
Single-Family	2.07	0.327	7.9	37.5	0.016	0.004	0.062
Multi-Family	2.32	0.520	11.3	77.8	0.009	0.006	0.086
Low-Intensity Commercial	1.18	0.179	7.7	57.5	0.018	0.005	0.094
High-Intensity Commercial	2.40	0.345	11.3	69.7	0.015	--	0.160
Light Industrial	1.20	0.260	7.6	60.0	0.003	0.002	0.057
Highway	1.64	0.220	5.2	37.3	0.032	0.011	0.126
<u>Agricultural</u>							
Pasture	3.47	0.616	5.1	94.3	--	--	--
Citrus	2.24	0.183	2.55	15.5	0.003	0.001	0.012
Row Crops	2.65	0.593	--	19.8	0.022	0.004	0.030
General Agriculture ²	2.79	0.431	3.8	43.2	0.013	0.003	0.021
Undeveloped / Rangeland / Forest	1.15	0.055	1.4	8.4	--	--	--
Mining / Extractive	1.18	0.15	7.6 ³	60.0 ³	0.003 ³	0.002 ³	0.057 ³

1. Average of single-family and undeveloped loading rates
2. Mean of pasture, citrus, and row crop land uses
3. Runoff concentrations assumed equal to industrial values for these parameters
4. Value assumed to be equal to 50% of single-family concentration

ESTIMATED RESIDENCE TIME OF ANY PONDS, SWALES, ETC.: N/A

TASKS and DELIVERABLES:

TASK NUMBER 1

TASK NAME: Design and Permitting

TASK DESCRIPTION: The Grantee shall design the system as described in Task 3 (BMP Construction) and obtain all necessary permits. The outfall portion of the project is currently being redesigned so the entire project area is within County right-of-way. The St. Johns River Water Management District (SJRWMD) reviewers have

been consulted and indicated the permit can be modified by letter. All information included in this application is consistent with the final design incorporating revisions to the outfall. The Grantee has completed the study design and permitting for this project prior to the contract execution.

DELIVERABLES: Submission of copy of final design; copy of all required permits and modifications. Technical Memorandum with Study Recommendations, Topographic Survey, Utilities Locating, Final Construction Plans, Stormwater Management Report

PERFORMANCE STANDARD: Approval of final design is contingent upon approved permits.

FINANCIAL CONSEQUENCE: Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement (and/or denial of match claim).

TASK NUMBER 2

TASK NAME: BMP Construction

TASK DESCRIPTION: The Grantee shall convert 740 linear feet of roadside ditches to swales and install two (2) Nutrient Separating Baffle Boxes with upflow filters containing specially formulated "Bold and Gold" media.

DELIVERABLES: Photographs depicting the completion of swales and Nutrient Separating Baffle Boxes; signed statement from Grantee's Grant Manager indicating construction has been completed in accordance with the final design. As-built Drawings, Certification to SJRWMD to transfer permit to operation phase.

PERFORMANCE STANDARD: Approval of construction upon review of photographs and certification of completion by the Grantee's Grant Manager.

FINANCIAL CONSEQUENCE: Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and denial of match claim.

TASK NUMBER 3

TASK NAME: Grant Administration; Draft and Final Reports

TASK DESCRIPTION: The Grantee shall submit to the Department a Final Report, which will be completed contractually by a consulting firm. The Final Report is intended to capture the outcome and results of the selected project, including all tasks included in this project. It shall include, at least, the following: a summary of monitoring results and an explanation of any unexpected monitoring results or unexpected occurrences. This shall include, where applicable, why a BMP did not obtain or exceeded the expected removal efficiency; any problems encountered and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; and any additional information which explains the results of the project. The County shall submit the final report as a draft prior to submitting the final report for project closeout. Quarterly progress reports shall be submitted to show the progression of the project but are not considered deliverables.

DELIVERABLES: Draft final report; approved final report that meets all of the requirements identified in the task description.

PERFORMANCE STANDARD: Submission of Final Report, which will be reviewed by DEP for compliance with this agreement.

FINANCIAL CONSEQUENCE: Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement (and/or denial of match claim).

TIMELINE:

1	Design and Permitting	Started prior to contract execution	Month 01
2	BMP Construction	Month 0	Month 14
3	Grant Administration; Draft and Final Reports	Month 0	Month 30

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PROJECT BUDGET BY CATEGORY and TASK:

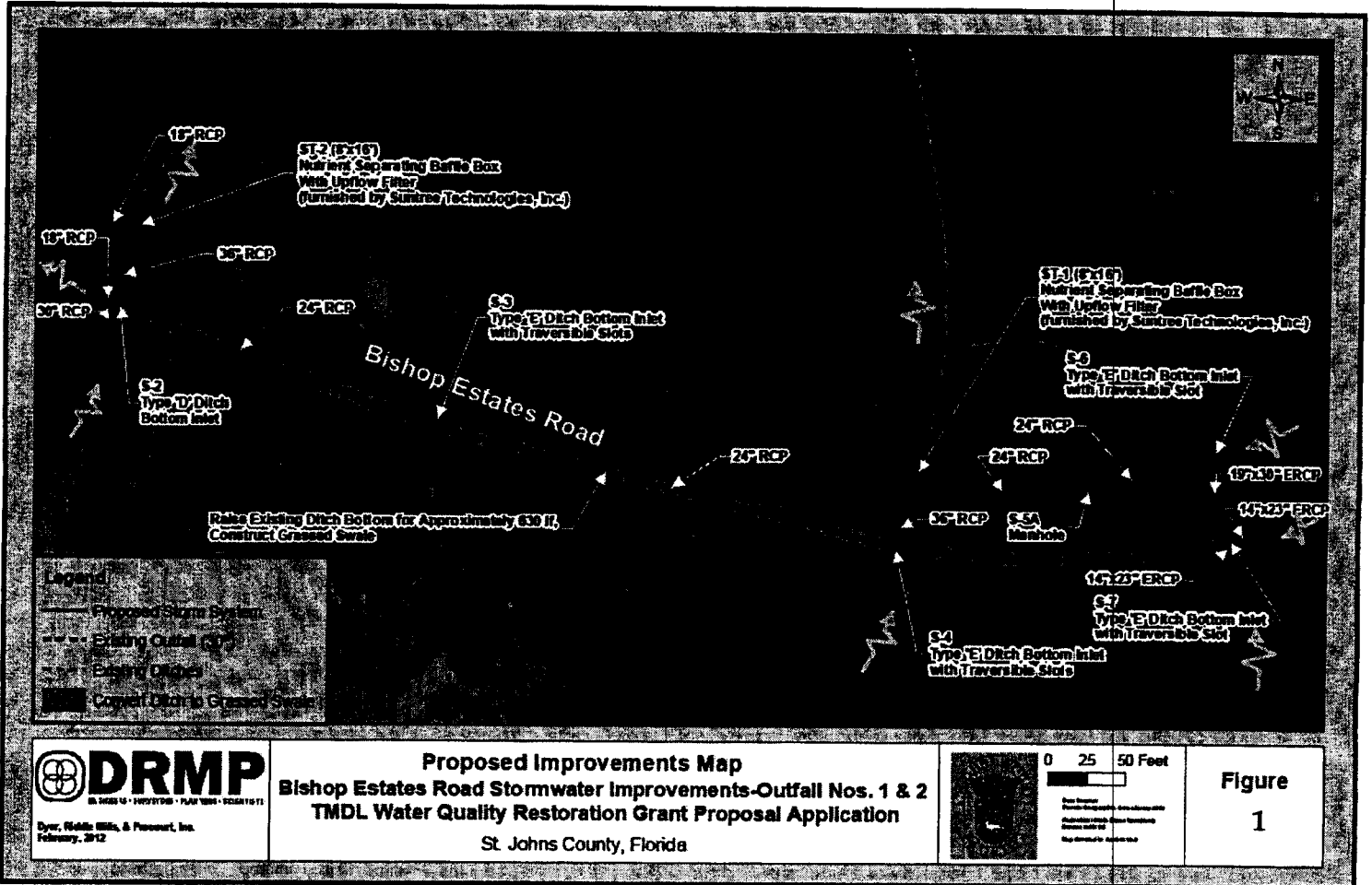
Category	Grant Funding	Match Funding	Other Source	Additional Funding (No. of Grants/Match)
Contractual	\$0	\$0	Grantee	\$39,261.00
Contractual	\$255,706.31	\$100,000.00	Grantee	\$0
Contractual	\$0	\$0	Grantee	\$8,800.00

PROJECT BUDGET CATEGORY TOTALS:

Salaries Total	\$0	\$0		
Fringe Benefits Total	\$0	\$0		
Travel Total	\$0	\$0		
Contractual Total	\$255,706.31	\$100,000.00	Grantee	\$48,061.00
Equipment Purchases Total	\$0	\$0		
Supplies/Other Expenses Total	\$0	\$0		
Land Total	\$0	\$0		
Indirect Total	\$0	\$0		

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Figure 1. Location of Proposed Improvements to Outfall Nos. 1 and 2.



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