

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1964.08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING STATE FINANCIAL ASSISTANCE AGREEMENT FOR \$200,000 MATCHING GRANT BETWEEN THE TOWN AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection has agreed to provide grant funding pursuant to the attached State Financial Assistance Agreement, DEP Agreement No. LP8924, Town of Golden Beach Water Distribution System (the "Agreement"); and

WHEREAS, the Town Council finds that the attached Agreement is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Authorization. That the attached Agreement is hereby authorized and approved.

Section 3. Implementation. That the Mayor is authorized to execute the Agreement once approved by the Town Attorney as to form and legal sufficiency and the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by **Town Administration.**

The Motion to adopt the foregoing resolution was offered by Councilmember Lusskin, seconded by Vice Mayor Rojas, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Amy Rojas	<u>Aye</u>
Councilmember Ben Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Ken Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 18th day of November, 2008.



MAYOR GLENN SINGER

ATTEST:



ELIZABETH SEWELL
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

STATE FINANCIAL ASSISTANCE AGREEMENT
TOWN OF GOLDEN BEACH
DEP AGREEMENT NO. LP8924

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1772C OF THE 2008 - 2009 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and TOWN OF GOLDEN BEACH, whose address is One Golden Beach Drive, Golden Beach, Florida 33160 (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Town of Golden Beach Distribution System 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 shall remain in effect until June 30, 2011. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2008. 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 \$200,000 toward the total project cost. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$200,000 toward the project described in **Attachment A**. Prior written approval from the Department's Grant Manager shall be required for changes between budget categories of up to 10% of the total budget. The Department's Grant Manager will transmit a copy of the written approval and revised budget to the Department's Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. 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 Request Package, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel limits established in Section 112.061, Florida Statutes. The Disbursement Request Package must include:
 - (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. If payment is based on an authorized advance for incurred costs, invoices reflecting such costs must be included. After

receipt of advance funds the Grantee shall provide proof of payment to the Department within thirty (30) days of receipt of the advance funds. If payment is based on reimbursement, proof of payment of the invoices is required.

- (2) A certification signed by the Grantee's 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 Grantee is required to make such payments.
- (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.
- (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 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.

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

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. Progress Reports (**Attachment C**) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted along with the Disbursement Request Package, described in paragraph 3.B. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and on **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). It is understood and agreed by the parties that the term "reporting period" reflects the period of time for which the invoices submitted in the Disbursement Request Package are covered. 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. A. The Grantee shall comply with the applicable provisions contained in **Attachment D** (Special Audit Requirements), attached hereto and made a part hereof. **Exhibit 1** to **Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. 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 Grant Manager identified in this Agreement 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 D, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall use 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 use 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:

<http://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.

10. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the subcontract upon the request 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.
11. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
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.

Alexander Diaz
Town of Golden Beach
One Golden Beach Drive
Golden Beach, Florida 33160
Phone: 305-932-0744
Fax: 305-933-3825
Email: Adiaz@goldenbeach.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 that have 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 the State's Chief Financial Officer imposes additional requirements, 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 against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees

engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

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 that would conflict in any manner or degree with the performance of services required.
20. The purchase of non expendable personal property or 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.

TOWN OF GOLDEN BEACH

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Alex B.
Town Manager

By: _____
Deputy Director
Division of Water Resource Management

Date: 11/18/08

Date: _____

Tommy Williams, DEP Grant Manager

FEID No.: _____

*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)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (5 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Disbursement Request Package (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Advance Payment – Interest Earned Memorandum (1 Page)</u>
<u>Attachment</u>	<u>F</u>	<u>Advance Payment Justification Form (3 Pages)</u>

**ATTACHMENT A
GRANT WORK PLAN
Town of Golden Beach
LP8924**

Project Title: Town of Golden Beach Watermain Distribution Improvements

Project Location: Town of Golden Beach, Dade County, Florida. WC 680.42 Intracoastal Waterway.

Project Background: The Town of Golden Beach was developed in the 1920's and during that time the Town's infrastructure was constructed. Potable water, sewer, stormwater, etc. were included in this development. The Town has utilized these facilities for nearly eighty years. As of late these facilities are showing their age and have begun to fail on a more frequent basis. Because of these failures, the Town has taken a proactive approach and put together a replacement plan. The sewer infrastructure has already been replaced and portions of the stormwater system have been replaced as well. The remainder of the infrastructure improvements have been compiled into a Capital Improvement Project (CIP) to be completed by April of 2011. This will include the remaining portions of the stormwater system, placing of overhead utilities underground and replacement of the potable water system.

In 2008 the Town approved the plan and have engaged in Professional Services Contracts to have the Design work completed.

Project Objectives:

- Objective 1: Replace failing watermain (frequent breakage due to age).
- Objective 2: Improve flows required for fire protection.

- Objective 3: Update water supply system to current standards.
- Objective 4:
- Objective 5:

Project Description: The replacement of the Town's water distribution main will accomplish the objectives listed above. The watermain replacement will be completed throughout the entire town west of A1A (Ocean Blvd.). The residents served will be all those on Golden Beach Drive as well as those located on North and South Parkway and North, Center & South Islands. There will be approximately 15,000 linear feet of 8" watermain installed and 14,000 linear feet of 2" water service pipe. Existing meters will be utilized when possible and the system will also be upgraded with a telemetry system to monitor flows insuring the health, safety and welfare of the users at all times.

The plan is to complete design of the system by the completion of the 3rd quarter of 2008 and begin construction in the 4th quarter of 2008.

Project Milestones/Deliverables/Outputs: *Identify by task/activity (as listed under Project Description), start date, and completion date. Clear cells in table below header row before beginning to add data. Identify outputs/deliverables to result from this project. (Examples include:*

reports (progress, draft project report, final project report), manuals, videos, maps, BMPs installed, meetings, field days, issued permits, progress reports, quality assurance plans, etc.) Identify dates for providing/completing the outputs/deliverables on a schedule based on the date of agreement execution. Format should appear as follows:

No.	Task/Activity Description	Start	Complete	Deliverables/Outputs	Deliverable/Output Due Dates
1	Data Collection	07/2008	07/2008	Summary Report including work products in task 1.	07/2008
2	Evaluate Existing Conditions/Implement Design Criteria for Proposed Conditions/Prepare 30% Engineering Plans	07/2008	08/2008	Summary Report including work products in task 2.	08/2008
3	100% Engineering Plans	08/2008	09/2008	Summary Report of engineering plans update including submittal of 100% engineering plans in task 3.	09/2008
4	Permitting	08/2008	09/2008	Work documents in task 4.	09/2008
5	Notice to Proceed	10/2008	10/2008	Copy of Notice to Proceed to successful bidder per task 5.	10/2008
6	Construction, Construction Monitoring/Monthly Reports	10/2008	04/2011	Pay requests with supporting documentation may be submitted on a quarterly basis per task 6.	04/2011
7	Construction Certification	05/2011	06/2011	Final certification and as-built drawings upon completion of construction per task 7.	06/2011

Project Budget: Detailed budgets must be submitted to support the budget information summarized in this section. Detailed budgets should be developed on a task-by-task basis. Budget information supporting all match expected for this project must also be provided.

Project Funding Activity	DEP Grant Funding	Matching Funds and Source	
		Funding	Source of Funds
Professional Services:	\$200,000	\$49,000	SRF Loan & Bonds
Construction & Demolition:		\$1,871,239	SRF Loan & Bonds
Land:			
Equipment:			
Other (list):			
Other (list):			
Total:	\$200,000	\$1,920,239	
Total Project Cost:	\$ 2,120,239		
% Match Required:	50%	Amount of Match:	960%

Project Budget Narrative: Provide budget detail for each Project Funding Activity stated above for both DEP Funding and Match. (see attached CAS agreement and construction cost estimate)
Professional Services: What services will be subcontracted?(see attached CAS agreement)
Construction & Demolition: What is being constructed, rehabilitated, expanded, etc?(see attached construction plans)
Land: What size is the property? (100 acres)What is its use?(residential)
Equipment: What equipment will be purchased? (None) Equipment is \$1,000 or more per unit cost.
Other: List the service or category of expenditure. What are the funds for?

NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR THE MATCH.

Total Budget by Task: This should correspond with the tasks/activities identified and described above.

Task	DEP Grant Funding	Matching Funds and Source	
		Matching Funds	Source of Funds
1 Data Collection	\$10,000		

2	Evaluate Existing Conditions/Implement Design Criteria for Proposed Conditions/Prepare 30% Engineering Plans	\$45,000		
3	100% Engineering Plans	\$127,500		
4	Permitting	\$7,500		
5	Notice to Proceed	\$5,000		
6	Construction, Construction Monitoring/Monthly Reports		\$1,920,239	
7	Construction Certification	\$5,000		
Total:		\$200,000		
Project Total:		\$2,120,239		

Measures of Success: *Identify factors that can be used to evaluate project performance/ outcomes to support project success. Include appropriate timelines for conducting such reviews.*

The project will be permitted with the appropriate agencies and reviewed by the FDEP for compliance. During the construction of the project the design engineer who will be certifying the proper completion of the project will be performing construction observation services and inspections to insure conformance with the design plans as permitted. Upon completion of the project the engineer of record will be certifying the project as well as the permitting agencies. In the operational phase of the project the Town will maintain the constructed system as required.

Note that any changes to the Grant Work Plan Project Budget (of more than 10% in any line item), scope of work, or timelines shall require Department approval and amendment to the grant agreement.

ATTACHMENT B
Disbursement Request Package
 Legislative Projects (LP) Grants

1. Grantee/Recipient MIAMI-DADE COUNTY
2. Project Number LP8924 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. Professional Services (attach invoices) | \$ _____ |
| 2. Construction and Demolition (attach invoices) | _____ |
| 3. Equipment (attach invoices) | _____ |
| 4. Land (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; and
5. All permits and approvals required for the construction which is underway have been obtained.



(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

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 Chapter 62-600 or Chapter 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

DEP Agreement No.:	LP8924		
Grantee Name:	MIAMI-DADE COUNTY		
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>			

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)(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 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), 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

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	Funding Amount	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	CFDA Title	Funding Amount	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	Funding Amount	State Appropriation Category
Original Agreement	LI 1772C -- Ecosystem Management & Restoration TF	2008-2009	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$200,000	140047-09

Total Award					\$200,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fisaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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				
Total:				

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