



Florida Department of Environmental Protection

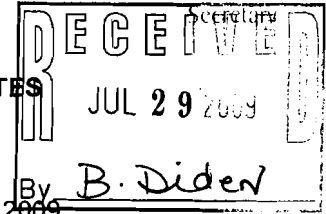
Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole

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

2009-2010 SMALL COUNTY CONSOLIDATED GRANT AGREEMENT FOR STATE ASSISTANCE UNDER SECTION 403.7095(3), FLORIDA STATUTES PART I - GRANT NOTIFICATION INFORMATION



- 1. Grant Agreement Number: 024SC
 - 2. Date of Award: August 1, 2009
 - 3. Grant Title: **SMALL COUNTY CONSOLIDATED GRANT**
 - 4. Grant Period: **October 1, 2009 or Execution (whichever is later) - September 30, 2010**
 - 5. Grant Amount: \$ 78,787
 - 6. CSFA # and Project Name: 37.012/Small County Consolidated Grants
 - 7. Grantee(s): NASSAU COUNTY
Address: 96160 Nassau Place
Yulee, FL 32097
 - 8. Grantee Fiscal Year End: September 30, 2009
 - 9. Federal Employer Identification Number: 591863042
 - 10. Grantee's Authorized Representative:
Name: Barry Holloway
Title: Chairman, Board of County Commissioners
Phone: 904-548-4972
 - 11. Grantee's Contact:
Name: Lee Pickett
Title: Solid Waste Director
Address: 46026 Landfill Rd., Callahan, FL 32011
Phone: 904-548-4972
- Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.
- 12. Total county population from official April 1, 2008 population estimates: 71,915
 - 13. Issuing Office:
Mr. Bobby Adams, Grant Manager
Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste
2600 Blair Stone Road
Tallahassee, FL 32399-2400

PART II – GRANT CONDITIONS

GENERAL CONDITIONS:

1. 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 \$78,787 toward the project described in **Attachment A, Grant Application**, for direct costs only. The Grantee shall not be eligible for reimbursement for work performed prior to the date of execution or October 1, 2009 (whichever is later) or after September 30, 2010.
2.
 - A. The Grantee, using **Attachment B, Reimbursement Request Form**, shall elect to submit reimbursement requests on either a monthly or quarterly basis. The Grantee shall notify the Department's Grant Manager in writing of their choice no later than November 1, 2009. The Grantee shall submit a final invoice to the Department no later than October 31, 2010, to assure the availability of funds for final payment. The method chosen shall be followed for the entire grant period. An original of the Reimbursement Request Form, with summaries and appropriate contracts attached, shall be due on the last day of the month following the end of the reporting period (monthly or quarterly). Reimbursement Request Forms must be signed by the designated authorized representative. This should be the same person who signed the Grant Agreement. If there is a change in the authorized representative during the Grant period, the Department must be notified of the new representative by resolution or minutes of a commission meeting.
 - B. As an attachment to the Reimbursement Request Form, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction (check date), voucher number (if available), check number, amount paid, and vendor name. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. Authorized travel expenses are included in the amount of this Grant and no additional travel expenses above those included in the allowable items described in paragraph 4 will be authorized. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
 - C. The Grantee shall submit Attachment B, Reimbursement Request Form, in conjunction with progress reports. The Grantee shall utilize **Attachment D, Progress Report Form**, to clearly describe what the expenditures were used for and how such expenditures relate to one of the allowable items described in paragraph 4 below. To the extent that the expenditures are used for a specific project, the progress report should also include a description of problems encountered, problem resolutions, a financial summary of the project, and any schedule updates.
3. In addition to the requirements in the paragraph above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Grant 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 for fringe benefits. All bills for amounts due under this Grant 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>.

4. Expenditures shall be limited to the following items, as specified in Rule 62-716.510, Florida Administrative Code, in accordance with Section 403.7095(3), Florida Statutes:

Allowable costs for reimbursement under this Agreement, include:

- A. Annual solid waste management program operating costs (may include waste tire and litter control and prevention);
- B. Purchasing or repairing solid waste scales;
- C. Planning;
- D. Construction and maintenance of solid waste facilities; and
- E. Recycling and education programs, which may include solid waste management education for employees or the public and recycling demonstration projects.

Unallowable costs for reimbursement under this Agreement include:

- A. Cell phone expenditures;
- B. Indirect, overhead or administrative costs; and
- C. Promotional items such as T-shirts and other items promoting the program as authorized in 403.705(2)(g) and 403.706(c)2; and
- D. Vehicles, unless authorized by this Agreement or an executed amendment to this Agreement.

5. 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. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. 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.

6. 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 Manager 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.
7. A. The Department has the right to terminate a Grant award and demand refund of Grant funds for non-compliance with the terms of the award, Section 403.7095, Florida Statutes, or the Solid Waste Grants Program Rule, Chapter 62-716, Florida Administrative Code. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the Grant award. 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. The Grantee shall obtain all necessary construction-related permits before initiating construction.
9. The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature.
10. 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.
11. Pursuant to Section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency.
12. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant 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 Grant 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.

13. **For Agreements with State of Florida governmental entities that are not self-insured, the following provision may be used.**

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.

OR

The following language may replace the language above for contracts with Florida governmental entities that are self-insured: (make sure you have something in writing from the Chief Financial Officer confirming they are self-insured)

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

14. 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.
15. 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.
16. **IF THE GRANTEE IS PURCHASING EQUIPMENT, THE FOLLOWING LANGUAGE IS TO BE USED:**

Upon satisfactory completion of this Grant Agreement, the Grantee may retain ownership of the equipment purchased under this Grant Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment G**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

- A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

IF THE GRANTEE IS PURCHASING A VEHICLE, THE FOLLOWING LANGUAGE SHOULD BE USED: (IF NOT KNOWN UNTIL AFTER EXECUTION OF AGREEMENT THIS LANGUAGE SHOULD BE BROUGHT IN WITH AN AMENDMENT TO THE AGREEMENT.)

- A. The Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of which shall not exceed a total of \$_____, for use in performing the services described in **Attachment A**. The Grantee must obtain written approval, in advance, of the purchase, identifying the vehicle type proposed for purchase and shall produce at least two (2) written quotes for comparable vehicles

prior to the vehicle purchases being authorized by the Department or shall purchase the vehicles utilizing the Grantee's procurement procedures.

- B. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, DEP 55-212, provided as Attachment G, and forward it along with the appropriate Payment Request Form, to the Department's Grant Manager. The following terms shall apply:
 - C. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of this Agreement as long as the required work is being performed.
 - D. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - E. The Grantee shall have title to and use of the vehicle, by its authorized employees only, for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
 - F. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition.
 - G. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles.
 - H. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in this Agreement with the Department.
 - I. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.
17. A. The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract 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.
18. 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.

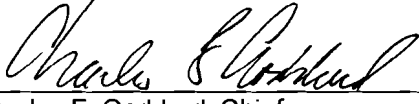
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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.
19. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
20. The Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded 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 Grant Agreement.
21. The Department may at any time, by written order designated to be a change order, make any change in the contact information identified in Section I of this Agreement. 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. Land acquisition is not allowed under the terms of this Agreement.
23. 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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PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the county of NASSAU for all allowable costs incurred up to and not exceeding \$78,787.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:


 Charles F. Goddard, Chief
 Bureau of Solid and Hazardous Waste


7/23/09
 Date

Approved as to form and legality:

This form has been pre-approved as to Form and legality by Chris McGuire, Senior Assistant General Counsel, on July 6, 2009 for use for one year.

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that they are duly authorized to act on behalf of the recipient county, and (2) the Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Application**, 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.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:


 Signature of Authorized Representative
 Barry Holloway
 Chairman, Board of County Commissioners

8/24/09
 Date

Please return to:

Department of Environmental Protection
 Bureau of Solid and Hazardous Waste
 Solid Waste Section - M.S. # 4555
 2600 Blair Stone Road
 Tallahassee, Florida 32399-2400

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Application (1 Page)
Attachment	B	Reimbursement Request Form and Instructions (2 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (2 Pages)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (1 Page)
Attachment	G	Property Reporting Form (1 Page)



Florida Department of Environmental Protection

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

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

BY: BSHW

Michael W. Sole
Secretary

CONSOLIDATED SMALL COUNTY SOLID WASTE MANAGEMENT GRANT APPLICATION

1. Name of County: Nassau County

RECEIVED

2. Address of County: 96160 Nassau Place
Yulee, FL 32097

JUN 30 2009

3. Federal Employer Identification Number: 59-1863042 ✓

DEP-WASTE REDUCTION

4. Name and Title of Contact Person (person handling program on a daily basis):

0245C

Name: Lee Pickett
Title: Solid Waste Director

5. Address of Contact Person: 46026 Landfill Rd Callahan, FL 32011

6. Telephone Number of Contact Person: (904) 548-4972

7. Population of County: ~~69,835~~ 71,915 T.P.

8. Purpose for which grant money is requested. (Indicate by checkmarks): Rule 62-716.510 (1)

- a. Purchasing or repairing solid waste scales
- e. Maintenance of solid waste facilities
- b. Annual solid waste management program operating costs (may include waste tire and litter control and prevention)
- f. Education for employees or public
- c. Planning
- g. Recycling demonstration projects
- d. Construction of solid waste facilities

9. Name and Title of Authorized Representative:

Name: Barry Holloway
Title: Chairman, Board of County Commissioners

10. This application is due by July 1, of each year.

11. E-Mail Address: lpickett@nassaucountyfl.com

12. Is your County Self-Insured for Liability Insurance, appropriate and allowable under Florida Law? YES: NO: N/A
If your county is self-insured, we must have a written statement from your Chief Financial Officer stating this. (Please Attach).

T.P. 6-30-09

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.

June 22, 2009

Signature of Authorized Representative
Barry V. Holloway, Chairman

Date

Please return form to:
Department of Environmental Protection
Solid Waste Section * Mail Station # 4555 * 2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Page 1 of 1

5/09- FY09/10

**ATTACHMENT B
REIMBURSEMENT REQUEST FORM**

Grantee: _____ Grantee's Grant Manager: _____
 Mailing Address: _____ Payment Request No.: _____
 DEP Agreement No.: _____
 Date Of Request: _____ Expenditure
 Amount Requested: \$ _____ Period: _____

GRANT EXPENDITURES SUMMARY SECTION

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

EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Purchasing or Repairing Solid Waste Weight Scales	\$	\$
Annual Solid Waste Management Program Operating Costs	\$	\$
Planning	\$	\$
Construction of Solid Waste Management or Recycling Facilities		
Maintenance of Solid Waste Management or Recycling Facilities	\$	\$
Solid Waste Management Education for Employees or the Public	\$	\$
Recycling Demonstration Projects	\$	\$
Waste Tire Costs		
Litter Control and Prevention Projects		
TOTAL AMOUNT	\$	\$
AGREEMENT AMOUNT	\$	
Less Total Cumulative Payments of:	\$	
TOTAL REMAINING IN GRANT	\$	

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.

Signature of Authorized Representative (Not Stamp)

Print Name

Date

**INSTRUCTIONS FOR COMPLETING
REIMBURSEMENT REQUEST 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.

AMOUNT REQUESTED: This should match the amount on the "*TOTAL 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.

EXPENDITURE PERIOD: This is the beginning and ending date of the period of these expenditures.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final request should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for this Agreement). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

CERTIFICATION: Must be signed by the Grantee's Authorized Representative. This should be the same person who signed the Grant Agreement.

A LISTING OF EXPENDITURES, REQUIRED DOCUMENTATION AND A PROGRESS REPORT MUST BE SUBMITTED ALONG WITH THIS REIMBURSEMENT REQUEST, AS REQUIRED IN SECTION II, PARAGRAPH 2 OF THIS GRANT AGREEMENT.

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.:	#####		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
<p>Provide a description of what expenditures were used for and how such expenditures relate to one of the allowable items described in the Grant Agreement.</p>			
<p>If expenditures were used for a specific project, include how the expenditures relate to the specific project, a description of any problems encountered and problem resolutions.</p>			

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., photographs of equipment purchased or work accomplished, etc.)

Provide actual costs to date:

Expenditure Category	Amount of Expenditures Prior to this Reporting Period	Amount of Expenditures for this Reporting Period	Total of Amount of Expenditures to Date
Purchasing or Repairing Solid Waste Weight Scales			
Annual Solid Waste Management Program Operating Costs (includes waste tire and litter control and prevention)			
Planning			
Construction of Solid Waste Management or Recycling Facilities			
Maintenance of Solid Waste Management or Recycling Facilities			
Solid Waste Management Education for Employees or the Public			
Recycling Demonstration Projects			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SCXXX 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 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

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

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

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

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

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

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

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

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

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

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

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

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

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EXHIBIT - 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Solid Waste Management Trust Fund, Line Item 1760	2009-2010	37.012	Small County Consolidated Grants	\$78,787	140134

Total Award					\$78,787	
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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/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee's Fiscal Year Period: FROM: _____ TO: _____

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

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

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA# CFDA# DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct:

Name

Date

Title

ATTACHMENT G
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. SC024
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:
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BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____	Date: _____
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DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.