

PART II – GRANT CONDITIONS

1. **COMPENSATION:** 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 \$90,909.00 for all eligible direct project costs, upon the completion, submittal and approval of deliverables identified in **Attachment A, Grant Work Plan**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures. Prior written approval from the Department's Grant Manager shall be required for changes in deliverable budgets between approved budget categories of up to 10% of the total budget amount for the deliverable. The DEP Grant Manager will transmit a copy of the written approval and revised deliverable budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a Change Order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total funding amount of the Agreement will require a formal amendment to the Agreement. The Grantee shall be eligible for reimbursement for work performed on or after October 1, 2014 until fully expended or September 30, 2015, whichever occurs first.

2. **INVOICING REQUIREMENTS:**
 - A. The Grantee, using **Attachment B, Payment Request Summary Form**, shall submit reimbursement requests upon the completion and submission of deliverables as identified in **Attachment A**. The Grantee may submit invoices no less frequently than quarterly and no more frequently than monthly. Invoices shall be submitted within thirty days following the completion of the invoice period. The Grantee shall submit a final invoice to the Department no later than October 31, 2015, to assure the availability of funds for final payment. An original of the Reimbursement Request Form, with summaries and appropriate contracts attached must be submitted. Reimbursement Request Forms must be signed by the designated authorized representative identified in Part I, Paragraph 10.

 - B. As an attachment to the Payment Request Summary 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 and must be broken down by task. 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 Agreement 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 utilize **Attachment D, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period described under Part II, Paragraph 2.A (no more frequently than monthly and no less frequently than quarterly). It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months and the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

- D. The Grantee shall submit a final Payment Request Package, marking the submittal as the final request pursuant to this Agreement, to the Department no later than October 31, 2015, to assure the availability of funds for final payment. After the Department receives the final Payment Request Package, no additional Requests for Payment will be authorized.
3. **PROOF OF PAYMENT:** In addition to the requirements in the paragraph above, the Department may 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. As described in paragraph 4.B below, the Department shall not reimburse the Grantee for indirect, overhead or general and administrative costs (excluding fringe benefits) under this Agreement. All bills for amounts due under this Grant Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and must be in compliance with the laws, rules and regulations applicable to expenditures of state funds. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fidfs.com/aadir/reference%5Fguide>.
4. **EXPENDITURES:**
- A. Allowable costs for reimbursement under this Agreement include:
- i. Solid waste management program operating costs;
 - ii. Purchasing or repairing solid waste scales;
 - iii. Planning;
 - iv. Construction and maintenance of solid waste facilities;
 - v. Recycling and education programs, which may include solid waste management education for employees or the public and recycling demonstration projects;
 - vi. Litter prevention and control; and
 - vii. Waste tire collection and disposal.
- B. Unallowable costs for reimbursement under this Agreement include:
- i. Cell phone expenditures;
 - ii. Indirect, overhead or administrative costs (excluding fringe benefits)
 - iii. Promotional items such as T-shirts and other items promoting the program;
 - iv. Vehicles, unless authorized by this Agreement or an executed amendment to this Agreement;
 - v. Handling fees such as set percent overages associated with purchasing supplies or equipment;
 - vi. Civil or administrative penalties;
 - vii. Attorney fees or court costs; and
 - viii. Any interest in real property.

- ix. Grantee recognizes that Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on services or goods purchased under this Agreement. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on Grantee or for any taxes levied on employee's wages.
- C. Specific costs authorized for this Agreement are identified in **Attachment A**.
 - D. For payment to subcontractors the following applies: Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. Additionally, independent of the Grantee's contract obligations to the subcontractor, the Department shall not reimburse any of the charges enumerated in paragraph 4.B above. . If such costs are charged by a Contractor, the Grantee shall be responsible for paying them from sources other than this Grant.
 - E. For fixed price/rate (vendor) subcontracts, the following provisions shall apply:
 - i. The Grantee may award, on a competitive basis, fixed price/rate subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price/rate subcontract.
 - ii. The Grantee may request approval from the Department to award a fixed price/rate subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price/rate negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price/rate amount, the Grantee may proceed in finalizing the fixed price/rate subcontract.
 - iii. All subcontracts are subject to the provisions of this Agreement.
5. **PROHIBITION AGAINST COMMINGLING OF FUNDS:**
- A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used

by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

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

8. **TERMINATION:**
- 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, Annual Reports, and Recycling, 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 day's written notice.

9. **FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE:** No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 10. **PERMITS:** The Grantee shall obtain all necessary federal, state and local permits before initiating construction.
- 11. **STATE'S OBLIGATION CONTINGENT:** The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature.
- 12. **PUBLIC RECORDS:** 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.

13. **PROHIBITION FROM LOBBYING:** 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.
14. **WORKER'S COMPENSATION INSURANCE:** 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.
15. **LIABILITY INSURANCE:** For agreements with State of Florida governmental entities that are not self-insured, the following provision may be used:
 - A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.
 - B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:
 - \$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
 - \$300,000 Hired and Non-owned Liability Coverage
 - C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
16. **NEGLIGENT ACTS:** 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.
17. **NO CONFLICT OF INTEREST:** 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.

18. EQUIPMENT:

If equipment or a vehicle is not authorized for purchase with funds from this Agreement, use the following language:

Reimbursement for equipment or vehicle purchases costing \$1,000 or more is not authorized under the terms and conditions of this Project Agreement.

19. ASSIGNABILITY AND SUBCONTRACTING:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, subject to the limitations established in paragraph 4., above. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915. See the following website for assistance:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

20. NONDISCRIMINATION:

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. [287.134, Florida Statutes]

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. 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.

21. PUBLIC ENTITY CRIMES: 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 thirty-six (36) months from the date of being placed on the convicted vendor list. [287.133, Florida Statutes]

22. HEALTH AND SAFETY REQUIREMENTS: 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, but is not limited to, compliance with all

applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Grant Agreement.

23. **CHANGE ORDERS:** The Department may at any time, by written order designated to be a change order, make any change in the contact information identified in Part 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.
24. **NO ACQUISITION OF REAL PROPERTY:** The acquisition of real property or any interest in real property is not allowed under the terms of this Agreement.
25. **GOVERNED BY THE LAWS OF FLORIDA:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
26. **INTEGRATION:** 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.
27. **MODIFICATIONS REQUIRED BY LAW:** The Department reserves the right to revise this Agreement to include additional language required by federal agencies or other sources awarding funding to Department in support of this Agreement; or to include changes necessitated by Department rule changes.
28. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.
29. **HEADINGS:** The headings contained herein are for convenience only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

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 \$90,909.00.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:


Secretary or designee


3/25/2015
Date

Approved as to form and legality:

This form has been pre-approved as to Form and legality by Rebecca Robinette, Program Attorney, on January 27, 2015, 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 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.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:


~~Barry Holloway~~ Pat Edwards
Chairman, Board of County Commissioners

3-18-15
Date

Please return to:

Department of Environmental Protection
Division of Waste Management
Financial Management & Procurement - M.S. #4500
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

| <u>Specify Type</u> | <u>Letter/ Number</u> | <u>Description (include number of pages)</u> |
|---------------------|-----------------------|---|
| Attachment | A | Grant Work Plan (2 Pages) |
| Attachment | B | Payment Request Summary 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 A GRANT WORK PLAN

| |
|--|
| <p>Project Title: 525SC-NASSAU –Small County Consolidated Grant-Total Leachate Management</p> |
| <p>Project Location: <i>West Nassau Landfill located in Nassau County Fl. 46026 Landfill Rd Callahan Fl 32011 (904)548-4972</i></p> |
| <p>Project Background: Total Leachate Management at the West Nassau Landfill. Consolidated Grant funds will assist in the removal cost of wastewater known as (leachate) from the facility. Consolidated Grant will provide relief to the closure/post closure budget.</p> |
| <p>Project Description: Leachate is pumped from the three (3) 10,000 gallon leachate storage tanks onsite (West Nassau Landfill) and transported by Water Recovery, LLC via contract. Leachate removal is an ongoing requirement of FDEP for at least the next thirty (30) years for this site.</p> |
| <p>Project Tasks/Deliverables: <i>Provide a clear, detailed description of the task that is to be completed. Identify deliverables to result from the task. (Examples include: operations logs, sampling reports, hauling and disposal logs, something as proof that the task was completed, etc.) Identify dates for providing the deliverables on a schedule after the date of agreement execution. Payment will only be made upon submittal and approval of deliverable identified for the task. (If the Grantee wants to be reimbursed quarterly then a quarterly deliverable and budget must be provided). Format should appear as follows:</i></p> <p>Task # 1 Task Title: Total Leachate Management Task Description: Removal, Transportation & Processing of Leachate Waste Water Deliverable Description: Manifests are issued for each load of leachate removed from the West Nassau Landfill by the Contractor. Manifest are matched up against the invoices to check for accuracy. Deliverable Budget: \$90,909.00 Project Budget Detail: <i>Salaries: N/A Fringe Benefits: N/A Travel: N/A Contractual: Water Recovery, LLC will provide removal, transportation & disposal of Leachate Waste Water. Equipment: N/A. Supplies/Other Expenses: N/A</i></p> |

Performance Measure: Manifest are issued for each load of leachate removed from the West Nassau Landfill by the Contractor. Each load consists of an average of 6000-6200 gallons. Manifest are matched up against the invoice to check for accuracy.

NOTE: THIS INFORMATION MUST BE PROVIDED FOR EACH TASK.

| Task No. | Task Title | Start | Complete | Deliverable | Deliverable Due Dates |
|----------|---|-----------|------------|---------------------|-----------------------|
| 1 | Leachate Wastewater Removal, Transport & Processing | 10/1/2014 | 09/30/2015 | Manifest & Invoices | Quarterly |
| | | | | | |

Total Project Budget:

| Budget Category | DEP Funding Amount |
|------------------------------|---|
| Salaries: | |
| Fringe Benefits: | |
| Travel: | |
| Contractual Services: | 0.0475\$ per gallon of leachate removed (estimated to be 1,913,874.00) = \$90,909 |
| Equipment Purchases | |
| Supplies/Other Expenses | |
| Land | N/A |
| Indirect: | N/A |
| Total Funding Amount: | \$90,909 |

Total Budget by Task: *The tasks identified here should agree with the tasks identified and described above.*

| Task | DEP Funding Amount |
|---|--------------------|
| 1 Leachate Wastewater Removal, Transport & Processing | \$90,909 |
| 2 | |
| 3 | |
| 4 | |
| Total Funding Amount: | \$90,909 |

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: NASSAU COUNTY
Mailing Address: 46026 Landfill Road
 Callahan, FL 32011

Grantee's Grant Manager:
 Becky Diden
Payment Request No.: _____

DEP Agreement No.: 525SC
Date Of Request: _____

**Performance
 Period:** _____

**Task/Deliverable Amount
 Requested:\$** _____

**Task
 No.:** _____

GRANT EXPENDITURES SUMMARY SECTION

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

| CATEGORY OF EXPENDITURE | AMOUNT OF THIS REQUEST | TOTAL CUMULATIVE PAYMENTS |
|--|------------------------|---------------------------|
| Salaries | \$ | \$ |
| Fringe Benefits | \$ | \$ |
| Travel (if authorized) | \$ | \$ |
| Subcontracting: | \$ | \$ |
| | \$ | \$ |
| Water Recovery, -Leachate Disposal, Removal & Transportation | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| | \$ | \$ |
| TOTAL AMOUNT | \$ | \$ |
| TOTAL TASK BUDGET AMOUNT | \$ 90,909.00 | |
| Less Total Cumulative Payments of: | \$ | |
| TOTAL REMAINING IN TASK | \$ | |

GRANTEE CERTIFICATION

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

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

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: This is the name of the grantee's agency.

MAILING ADDRESS: This is the address that you want the state warrant sent to.

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

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

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

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

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

PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.

TASK NO.: This is the number of the task that you are requesting payment for.

GRANT EXPENDITURES SUMMARY SECTION:

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

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

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

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

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.

For contracts between state agencies, and for contracts between universities, alternative documentation may be submitted to substantiate the reimbursement request. This may be in the form of FLAIR reports or other similarly 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.: | 525SC | | |
| Grantee Name: | NASSAU COUNTY | | |
| Grantee Address: | | | |
| Grantee's Grant Manager: | | Telephone No.: | |
| Reporting Period: | | | |
| Project Number and Title: | | | |
| <p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> | | | |

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 525SC and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E**SPECIAL AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 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 one the following addresses:

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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 one of the following addresses:

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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. | 2014-2015 | 37.012 | Small County Consolidated Grants | \$90,909.00 | 140134 |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--------------------|--|--|--|--|--------------------|--|
| Total Award | | | | | \$90,909.00 | |
|--------------------|--|--|--|--|--------------------|--|

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.