



## 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 \$70,588 toward the project described in **Attachment A, Grant Work Plan**, for direct costs only. Prior written approval from the Department's Grant Manager shall be required for changes in task budgets between approved budget categories of up to 10% of the total budget amount for the task. The DEP Grant Manager will transmit a copy of the written approval and revised task budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. Any change in the budget that increases or decreases the total funding amount will require a formal amendment to the Agreement. The Grantee shall not be eligible for reimbursement for work performed prior to the date of execution or October 1, 2010 (whichever is later) or after September 30, 2011.
2.
  - A. The Grantee, using **Attachment B, Reimbursement Request Form**, shall submit reimbursement requests upon the completion and submission of deliverables as identified in Attachment A. The Grantee shall submit a final invoice to the Department no later than October 31, 2011, 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. 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 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 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 the allowable items described in Attachment A. 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;
- 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;
- C. Promotional items such as T-shirts and other items promoting the program; and
- D. Vehicles, unless authorized by this Agreement or an executed amendment to this Agreement.

Specific costs authorized for this Agreement are identified in Attachment A.

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

17. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
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. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
24. This Agreement represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

**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 \$70,588.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

*Charles F. Goddard*  
 Charles F. Goddard, Chief,  
 Bureau of Solid & Hazardous Waste  
 Department of Environmental Protection

11/16/10  
 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 September 8, 2010 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:

*Michael H. Boyle*  
 Signature of Authorized Representative  
 Mr. Michael Boyle  
 Chairman, Board of County Commissioners

11-8-10  
 Date

*Michael Boyle*  
 11-8-10

Please return to:

Department of Environmental Protection  
 Bureau of Solid and Hazardous Waste  
 Waste Reduction 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 Work Plan (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 (3 Pages)

**ATTACHMENT A  
GRANT WORK PLAN**

<b>Project Title:</b> Total Leachate Management
<b>Project Location:</b> <i>West Nassau Landfill located in Nassau County Fl 46026 Landfill Rd Callahan Fl 32011. (904)-548-4972</i>
<b>Project Background:</b> Total Leachate Management at the West Nassau Landfill. Consolidated Grant funds will assist in the removal of wastewater from the facility. Providing relief on the closure/post closure budget.
<b>Project Description:</b> Leachate will be pumped and transported from the closed West Nassau Landfill via contract with Liquid Environmental Solution of Florida, LLC. This is an ongoing requirement by FDEP for at least the next thirty (30) years. <b>1.Task :</b> <i>Leachate to be removed/pumped from the three (3) 10,000 gallon leachate holding tanks.</i> <b>Cost:</b> 0.069\$ per gallon removed <b>1a.Deliverable:</b> Quarterly invoices showing the number of gallons of leachate removed. <b>Completion Date:</b> <i>Ongoing thirty (30) year FDEP requirement (62-701.620 F.A.C.)</i>

**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

**Grantee:** Nassau County  
**Mailing Address:** \_\_\_\_\_

**Grantee's Grant Manager:** \_\_\_\_\_  
**Payment Request No.:** \_\_\_\_\_

**DEP Agreement No.:** 125SC  
**Date Of Request:** \_\_\_\_\_

**Performance Period:** \_\_\_\_\_

**Reimbursement 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	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A
Subcontracting:	\$	\$
Equipment Purchases	\$N/A	\$N/A
Supplies/Other Expenses	\$N/A	\$N/A
<b>TOTAL AMOUNT</b>	<b>\$</b>	<b>\$</b>
<b>GRANT AWARD AMOUNT</b>	<b>\$</b>	
<b>Less Total Cumulative Payments of:</b>	<b>\$</b>	
<b>GRANT AWARD BALANCE</b>	<b>\$</b>	

**GRANTEE CERTIFICATION**

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

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

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

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

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

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

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

**TASK 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.:** Enter 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](http://www.fldfs.com/aadir/reference_guide.htm)



**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:**

<b>Expenditure Category</b>	<b>Amount of Expenditures Prior to this Reporting Period</b>	<b>Amount of Expenditures for this Reporting Period</b>	<b>Total of Amount of Expenditures to Date</b>
Salaries			
Fringe Benefits			
Travel			
Subcontracting			
Equipment			
Supplies/Other Expenses			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 125SC 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/Welcom/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:

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

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
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 1833	2010-2011	37.012	Small County Consolidated Grants	\$70,588	140134

<b>Total Award</b>					<b>\$70,588</b>	
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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: Nassau County

Grantee 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:

\$ \_\_\_\_\_

**CERTIFICATION STATEMENT:**

I hereby certify that the above information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Position Title

**INSTRUCTIONS FOR COMPLETING THE ATTACHMENT**

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

**NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).**

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

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.**

\$ \_\_\_\_\_

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

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.**

\$ \_\_\_\_\_

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

## CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

### FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

**Answer:** No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

**Answer:** Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

**Answer:** You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

**Answer:** No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

**Answer:** No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

**Answer:** Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2<sup>nd</sup> notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

**Answer:** Yes, you can submit them by Email to [Debbie.skelton@dep.state.fl.us](mailto:Debbie.skelton@dep.state.fl.us)

				Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
<b>5. Contractual</b>							
Name or Services	Fee/Rate \$	Hours	Totals \$				
_____	_____	* _____	= _____				
_____	_____	* _____	= _____				
_____	_____	* _____	= _____				
	<b>Total Contractual</b>		<b>0</b>				
<b>6. Miscellaneous</b>							
Description	Unit Cost \$	Quantity	Totals \$				
Leachate Removal from West Nassau Landfill	0.069	* 1,023,014.49	= 70588	Y	Y	Y	Contract was awarded after being let for bid (2 bids received.) Annual amount of leachate removed far exceeds grant amount and is a DEP requirement.
Approximately 1,023,014.49 gallons of leachate to be budgeted through the Consolidated Grant.	_____	* _____	= _____				
Additional gallons removed to be paid through Solid Waste Operational budget. Approximately \$600,000 of leachate is removed on an annual basis.	_____	* _____	= _____				
	_____	* _____	= _____				
	<b>Total Miscellaneous</b>		<b>70588</b>				
<b>SUBTOTAL (1 thru 6)</b>							
			<b>70588</b>				
<b>7. Overhead/Indirect - Base:</b> _____							
	Rate %	Base \$	Total \$				
	0.00%	* 0	= 0				
<b>8. Total Budget</b>							
			<b>\$ 70588</b>				

**CERTIFICATION**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is attached evidencing the methodology used and the conclusions reached.

Name: BOBBY ADAMS

Signature: *Bobby Adams*

Date: 10/7/10

**DEP BUDGET-COST ANALYSIS FORM**

Nassau County 1255C - Small county Solid Waste Grant

BUDGET DETAIL						COST ANALYSIS				
Budget items below to be provided by the <b>Contractor</b> . See attached instructions.						Cost Analysis to be completed by the Department Contract Manager. See attached instructions.				
						Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)	
<b>1. PERSONNEL EXPENSES</b>										
A. Salaries - (Name/Title/Position)						Hourly Cost (\$)	Hours	Totals (\$)		
_____						_____	_____	= _____	0	
_____						_____	_____	= _____	0	
_____						_____	_____	= _____	0	
_____						_____	_____	= _____	0	
_____						_____	_____	= _____	0	
_____						_____	_____	= _____	0	
						<b>Total Salaries</b>			0	
B. Fringe Benefits (Rate% * Total salaries applicable)						Rate %	Total Sal. App.	Total \$		
						0.00%	0	=	0	
						<b>Total Personnel Expenses (A+B)</b>			0	
<b>2. Supplies</b>										
Description						Unit Cost \$	Quantity	Totals \$		
_____						_____	_____	= _____	0	
_____						_____	_____	= _____	0	
_____						_____	_____	= _____	0	
						<b>Total Supplies</b>			0	
<b>3. Equipment</b>										
Description						Unit Cost \$	Quantity	Totals \$		
_____						_____	_____	= _____	0	
_____						_____	_____	= _____	0	
_____						_____	_____	= _____	0	
						<b>Total Equipment</b>			0	
<b>4. Travel</b>										
Purpose/Destination						Days	Per Diem \$	Fare/Rate \$	Mileage	Totals \$
_____						[ _____ ]	* [ _____ ]	+ [ _____ ]	[ _____ ]	= _____
_____						[ _____ ]	* [ _____ ]	+ [ _____ ]	[ _____ ]	= _____
_____						[ _____ ]	* [ _____ ]	+ [ _____ ]	[ _____ ]	= _____
						<b>Total Travel</b>			0	



# Florida Department of Environmental Protection

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

Received  
MAY 28 2010  
Charlie Crist Governor  
John Kottkamp Lt. Governor  
BSHW  
Michael W. Sole Secretary

## CONSOLIDATED SMALL COUNTY SOLID WASTE MANAGEMENT GRANT APPLICATION

1. Name of County: NASSAU COUNTY

2. Address of County: 96135 Nassau Place  
Yulee, Fl 32097

3. Federal Employer Identification Number: 59-1863042 ✓

4. Name and Title of Contact Person (person handling program on a daily basis):  
Name: Lee Pickett Title: Convenience Ctr LF Closure Mgr

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

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

7. Population of County: ~~70,596~~ 72,588 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
- b. Annual solid waste management program operating costs (may include waste tire and litter control and prevention)
- c. Planning
- d. Construction of solid waste facilities
- e. Maintenance of solid waste facilities
- f. Education for employees or public
- g. Recycling demonstration projects

9. Name and Title of Authorized Representative:

Name: Michael Boyle 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).

13. How does your County plan to submit Reimbursement Request? (Indicate by checkmarks): Quarterly:  ; Monthly:

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.

[Signature] \_\_\_\_\_ Date 5/20/10

Signature of Authorized Representative

Date

Please return form to:

Department of Environmental Protection  
Solid Waste Section \* Mail Station # 4555 \* 2600 Blair Stone Road  
Tallahassee, Florida 32399-2400