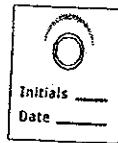


STATE FINANCIAL ASSISTANCE AGREEMENT
CITY OF CORAL GABLES
DEP AGREEMENT NO. LP8910



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

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the CITY OF CORAL GABLES, whose address is 405 Biltmore Way, Coral Gables, Florida 33114 (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Coral Gables City 3 Sanitary Sewer Pump Station Rehabilitation project.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and shall remain in effect until December 31, 2010. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2008. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$500,000 toward the total project cost estimate. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$166,667 toward the project described in Attachment A. Prior written approval from the Department's Grant Manager shall be required for changes between budget categories of up to 10% of the total budget. The Department's Grant Manager will transmit a copy of the written approval and revised budget to the Department's Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal

amendment to the Agreement. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Disbursement Request Package (provided as **Attachment B**). In addition to the Disbursement Request Package, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel limits established in Section 112.061, Florida Statutes. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. If payment is based on an authorized advance for incurred costs, invoices reflecting such costs must be included. After receipt of advance funds the Grantee shall provide proof of payment to the Department within thirty (30) days of receipt of the advance funds. If payment is based on reimbursement, proof of payment of the invoices is required.
- (2) A certification signed by the Grantee's Grant Manager as to the current estimated cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Grantee is required to make such payments.
- (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that

construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.
- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- D. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. Progress Reports (**Attachment C**) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted along with the Disbursement Request Package, described in paragraph 3.B. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and on **Attachment E**) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department (see paragraph 16). It is understood and agreed by the parties that the term "reporting period" reflects the period of time for which the invoices submitted in the Disbursement Request Package are covered. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9.
 - A. The Grantee shall comply with the applicable provisions contained in **Attachment D** (Special Audit Requirements), attached hereto and made a part hereof. **Exhibit 1** to **Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment, which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in this Agreement to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment D, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall use the guidance provided under OMB Circular A-133, Subpart B, Section 210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<http://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director, or contact the Department for assistance with questions pertaining to the applicability of these requirements.

10. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the subcontract upon the request of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
11. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. The Department's Grant Manager for this Agreement is identified below.

Tommy Williams
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: 850-245-8358
Fax: 850-245-8411
Email: thomas.e.williams@dep.state.fl.us

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

R. Alberto Delgado, P.E.
Public Works Director
City of Coral Gables
Post Office Box 141549
Coral Gables, Florida 33114
Phone: 305-460-5001
Fax: 305-460-5080
Email: adelgado@coralgables.com

16. In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Grantee and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Grantee shall be responsible for submitting the information requested in the Interest Earned Memorandum (Attachment E) and the Advance Payment Justification Form (Attachment F) to the Department's Grant Manager quarterly. This information shall be requested by the Grant Manager and submitted by the Grantee on a quarterly basis in conjunction with the invoice/reporting requirements established in paragraphs 3 and 5.

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.
18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
19. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
20. The purchase of non expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

21. The Department may at any time, by written order designated to be a change order, make any change in the Project Work Plan within the general scope of this Agreement (e.g., specifications, task timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
22.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
23. Land acquisition is not authorized under the terms of this Agreement.
24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Poor Original

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

CITY OF CORAL GABLES

By: Patrick J. Hernandez
City Manager

Date: 6/12/09

Attest:	<u>Walter J. Poelman</u>
	Walter J. Poelman
6/12/09	City Clerk

FEID No. 5000001293

APPROVED AS TO FORM

ELIZABETH M. HERNANDEZ
CITY ATTORNEY

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (7 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Progress Report Form (2 Pages)
Attachment	D	Special Audit Requirements (5 Pages)
Attachment	E	Advance Payment - Interest Earned Memorandum (1 Page)
Attachment	F	Advance Payment Justification Form (3 Pages)

**ATTACHMENT A
GRANT WORK PLAN
CITY OF CORAL GABLES
LP8910**

Project Title: *City 3 Sanitary Sewer Pump Station Renovations*

Project Location: *The project is located at the northeast corner of the intersection of Coral Way and North Greenway Drive, in Coral Gables, Miami-Dade County, Florida. GPS coordinates: 25.7493833° N; 80.270675° W.*

Project Background: *City 3 Sanitary Sewer Pump Station is the City's second largest pump station located in an existing structure at the northeast corner of the intersection of Coral Way and North Greenway Drive. The facility serves mostly single-family residential districts as well as some multi-family residential districts within the area bounded by the North City Limits and Majorca Avenue on the north, Le Jeune Road on the east, Anastasia Avenue and University Drive on the south and Cordova Avenue, Columbus Boulevard, Granada Boulevard and Cortez Avenue on the west. The service area encompasses 587 acres of mostly private developed land and public right-of-way. A complete rehabilitation of the pump station is needed as the equipment has reached the end of its service life and can no longer be maintained. A new underground structure with all new equipment will be constructed adjacent to the existing station. A new control panel and new generator will be installed above ground within a protected structure adjacent to the proposed pump station. Plans for future use of the above ground structure of the existing pump station are uncertain at this time. New extensions and/or reconnections to the existing gravity influent trunk main and the existing discharge force main will complete the project. Project construction cost is estimated at \$1,000,000.*

Project Objectives: *Provide a list of objectives, in bullet format, expected to be achieved as a result of funding/completing this proposed project.*

- Objective 1: Provide pumping capacity for projected growth within the service area until at least the year 2030.
- Objective 2: Ensure compliance with the yearly Nominal Annual Pump Operating Time (NAPOT). Presently, City 3 has capacity issues and is not able to operate below the 10 hour NAPOT limit as required by regulatory agencies.
- Objective 3: Reduce maintenance costs by replacing existing vertical drive pumps with submersible pumps.
- Objective 4: Reduce exposure of electrical equipment and components to existing corrosive environment by installing improved ventilation and new air conditioning.
- Objective 5: Ensure that the existing or new generator housed nearby has adequate capacity to operate the station during emergency power situations.

Project Description: *Provide a detailed description of the work to be performed for the project. Include maps, drawings etc. to support project activities. Project descriptions should include a specific list of tasks/activities for accomplishing the project.*

TASK 1: Engineering Design and Permitting

- Prepare and submit to the Department 100% engineering plans
- Prepare and submit to the Department construction cost estimates for the proposed work
- Submit to the Department proof of application for applicable permits
- Prepare and submit Summary Report.

TASK 2: Preparation of Bid Documents and Specifications

- Prepare and submit to the Department all Bid Documents and Contract Specifications
- Advertise Bid and conduct pre-bid meeting, if appropriate
- Receive and open Bids. Submit Bid Tabulations and evaluate for successful bidder
- Award Bid and submit bid and contract award documents (City Resolution and executed Contract) to the Department
- Secure all Permits and provide copies of same to the Department
- Conduct pre-construction meeting with contractor and other interested parties
- Issue Notice to Proceed to contractor
- Prepare and submit Summary Report.

TASK 3: Construction, Monitoring and Reporting

- Construct improvements as identified in the 100% design plans, specifications and applicable permits
- Collaborate with contractor and engineer and submit to the Department a construction schedule. Provide schedule updates.
- Monitor the construction of the project and submit quarterly progress reports.
- Submit to the Department invoices and proof of payment to contractor
- Prepare and submit Summary Report(s).

TASK 4: Construction Certification

- Provide Final Project Report
- Provide to the Department the engineer's certification and as-built drawings
- Provide copy of operating manual.

NOTE: Appropriate invoices along with necessary back-up information will be submitted at the end of each task.

Project Milestones/Deliverables/Outputs: Identify by task/activity (as listed under Project Description), start date, and completion date. Clear cells in table below header row before beginning to add data. Identify outputs/deliverables to result from this project. (Examples include: reports (progress, draft project report, final project report), manuals, videos, maps, BMPs installed, meetings, field days, issued permits, progress reports, quality assurance plans, etc.) Identify dates for providing/completing the outputs/deliverables on a schedule based on the date of agreement execution. Format should appear as follows:

No.	Task/Activity Description	Start	Complete	Deliverables/Outputs	Deliverable/Output Due Dates
1	Engineering Design and Permitting	01/01/09	06/30/09	Summary Report, 100% Engineering Design Plans, Cost Estimates, Permit Applications to Agencies	(1) 4/15/09: 50% Plans. (2) 5/31/09: 100% Plans. 6/30/09: All Permit Applications Completed; Cost Estimates; Report.
2	Preparation of Bid Documents/ Specifications/Bidding, Procurement, Execute Contract	06/15/09	09/30/09	Summary Report, Submit Bid Documents and Specifications, Bid Tabulation, Contract Award Documents, Provide Permits	6/15/09: Bid Documents/Specs. 7/15/09: Secure Permits, Receive Bids. 8/14/09: Tabulate Bids and Award Contract. 9/30/09: Execute all Contract Documents, Report

3	Construction, Monitoring and Reporting	10/15/09	09/30/10	Issue Notice to Proceed; Submit Project Summary, Quarterly Progress Reports, Construction Schedule and Schedule Updates, Pay Requests and Invoices	From 9/30/09 through 9/30/10; 10/01/09: Original Construction Schedule
4	Construction Certification	10/01/10	12/31/10	Provide Final Project Report, Provide Engineer's Certification, As-Built Drawings, Operating Manual	12/31/10: All Deliverables by this date.

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

Project Funding Activity	DEP Grant Funding	Matching Funds and Source	
		Funding	Source of Funds
Professional Services:	NA	\$153,000	Utility Fund
Construction & Demolition:	\$500,000	\$500,000	Utility Fund
Land:	NA	NA	NA
Equipment:	NA	NA	NA
Other (list):	NA	NA	NA
Other (list):			
Total:	\$500,000	\$653,000	Utility Fund
Total Project Cost:	\$1,153,000		
% Match Required:	25	Amount of Match:	\$166,667

Project Budget Narrative: *Provide budget detail for each Project Funding Activity stated above for both DEP Funding and Match.*

Professional Services: *What services will be subcontracted?* Professional Engineering Services contracted under this project are for (1) an initial design report; (2) the preparation of construction plans and specifications; (3) preparation of all permit applications; (4) preparation of cost opinion and list of materials; (5) evaluation of bids and providing written recommendation of award; (6) construction management services, including shop drawing reviews, meetings, monthly reports evaluation of invoices, as-built drawings, final engineer's report, certification and operating manual. The professional services will be paid from the City's Utility Fund.

Construction & Demolition: *What is being constructed, rehabilitated, expanded, etc?* A completely new underground sanitary sewer pumping station will be constructed nearby the existing station as a facility replacement. A new above-ground control panel and new standby generator will be constructed adjacent to the new underground pump station. All demolition and construction work will be paid from three sources: the Grant, the City's Utility Fund and the City's Special Assessment Taxing District.

Land: *What size is the property?* The size of the proposed new underground pumping station is approximately 40'x 40' or 1,600 square feet. *What is its use?* City-owned open space adjacent to the City-owned Granada Golf Course. Purchase of land is not applicable to this project.

Equipment: *What equipment will be purchased?*

All equipment will be permanently installed within a permanent structure. Equipment consists of the installation of two (2) new electric submersible pumps with provisions for a third pump, electrical control equipment and a new standby generator. Total estimated cost of the installed two pumps is \$172,500; for the installed electrical equipment the estimated cost is \$140,000; and for the new generator the estimated cost is \$135,000. *Equipment is \$1,000 or more per unit cost.* The permanently installed equipment is considered part of the overall construction cost.

Other: *List the service or category of expenditure. What are the funds for?* The *Utility Fund* is the City's Sanitary Sewer Utility Fund. These funds will be used to pay for the preparation of the project plans and construction documents (non-eligible as match) and other professional services, including construction, construction management and construction certification (an eligible match). The *Grant* refers to the DEP Financial Assistance Grant which will be used to pay for project construction and construction certification (eligible funding).

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

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

Task	DEP Grant Funding	Matching Funds and Source	
		Matching Funds	Source of Funds
1 Engineering Design/Permitting	NA	\$117,000	Utility Fund
2 Bid Docs/Specifications	NA	\$8,000	Utility Fund
3 Construction, Monitoring & Reporting	\$490,000	\$510,000	Grant/Utility Fund
4 Construction Certification	\$10,000	\$18,000	Grant/Utility Fund
5			
6			
Total:	\$500,000	\$653,000	Grant/Utility Fund/Special Assessment
Project Total:		\$1,153,000	

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

- 1. Improved Reliability.** The upgrading of the facility should improve maintenance requirements associated with the station as existing mechanical, electrical and instrumentation components will be replaced and structural improvements implemented. As a result, costs and time should be reduced. Track station at quarterly intervals when it comes on line and compare to the existing facility.
- 2. Improved Reporting.** The installation of a new flow meter and pressure transducer will allow the City to track station performance in a more accurate manner. With this new equipment, City staff will have the ability to evaluate the effects that seasonal changes have on the station, and if any external infrastructure needs are necessary. This item should be continuous once the station goes online; however, during the rainy season, for example, increased flow and pressures may be tracked. If need be, the City could use this data to line (rehabilitate) some segments of the basin to reduce flow to the station. Tracking should be done on a quarterly basis.
- 3. Improved Control.** The updated telemetry system will provide additional data such as flow and pressure data. With these new data points, station operation can be modified in real time to better meet peak flow conditions. This item should be monitored on a continuous basis, as well. Important times to note are when City staff sees an abnormal situation and adjusts station operation. Example: high flow and low pressure, i.e., possible force main break, station is shutdown via telemetry. Tracking on a quarterly basis is recommended.

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

ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient CITY OF CORAL GABLES

2. Project Number LP8910 Date of Request _____

3. Disbursement Request Number _____ Required Match % _____

4. Type of Request: Partial Final

5. Federal Employer Identification Number _____

6. Mail EFT Send Remittance to:

Disbursement Details
(cumulative amounts rounded to the nearest dollar)

1. Professional Services (attach invoices)	\$ _____
2. Construction and Demolition (attach invoices)	_____
3. Equipment (attach invoices)	_____
4. Land (attach invoices)	_____
5. Other (list - must be specified in agreement)	_____
6. Total cumulative to date	\$ _____
7. Disbursements previously requested	\$ _____
8. Amount requested for disbursement (line 6 minus line 7)	\$ _____

Requests for Invoices already Paid:

- 1) Copy of Invoice
- 2) Proof of Payment

Requests for Invoices not yet Paid:

- 1) Copy of Invoice
- 2) Advance Payment Justification (one per quarter)
- 3) Advance Payment - Interest Earned (after initial advance)

*If prior Disbursement Request was requested by invoices without proof of payment documentation, proof of the prior payment will be required before this request can be disbursed.

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Florida Department of Environmental Protection
Bureau of Water Facilities Funding MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Grant Manager's Certification
of Disbursement Request

I

(name of Grantee's Grant Manager designated in the Agreement)

on behalf of

, do hereby certify that:

(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Agreement;
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Grantee's permanent records;
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. All funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

**Engineer's Certification
of Disbursement Request**

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)

_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the contract documents;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing to the Department or are identified and attached hereto.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C
PROGRESS REPORT FORM

DEP Agreement No.:	LP8910	
Grantee Name:	CITY OF CORAL GABLES	
Grantee Address:		
Grantee's Grant Manager:		Telephone No.:
Quarterly Reporting Period:		
Project Number and Title:		
<p>Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)</p>		
<p>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</p>		
<p>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</p>		

(continued from page 1)

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Provide a project budget update, comparing the project budget to actual costs to date.

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP8910 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date _____

ATTACHMENT D
SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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 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

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT - 1

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

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	LJ 1772C – Ecosystem Management & Restoration TF	2008-2009	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	14047-09

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.flfs.com/fssa/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 E
ADVANCE PAYMENT – INTEREST EARNED MEMORANDUM
WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO:

FROM: Darinda McLaughlin, Finance and Accounting Director
Bureau of Finance and Accounting, MS 78

DATE:

SUBJECT: Advance Payment - Contract No.
Interest Due to DEP:

Pursuant to Section 216.181(16), Florida Statutes, advance payments may be required to be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, advance approval of the Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records no later than _____.

Initial advance funding disbursed _____	\$ _____
1. Advanced funds principle expended or returned by contractor covering period of _____ to _____	\$ _____
2. Balance advance funding principle available	\$ _____
3. Interest earned on advanced funds covering period of _____ to _____	\$ _____
4. Amount of interest paid to DEP as of _____	\$ _____
5. Interest balance due to DEP as of _____	\$ _____

(Project Manager's Signature) (Date)

Special Instructions: If the grant/contract specifies that any accrued interest, which is based upon a grant/contract advance payment(s), will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

In all cases the line 1 and 2 reported amounts are on a cash basis for the advance payment principle. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.

ATTACHMENT F
ADVANCE PAYMENT JUSTIFICATION FORM

Use of this form is not required unless the advance requested requires the prior approval of the State Chief Financial Officer. For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior Chief Financial Officer's approval.

Name/Address of the Vendor/Recipient:		
Contact Person/Phone No.:		
Agreement No./Purchase Order No. (if known): LP8910		
Commodities/Services/Project Description:		
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)		
Value of Purchase or Grant:		
Advance Payment Amount Requested:		
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup <input type="checkbox"/> Quarterly	<input type="checkbox"/> Full Contract Period <input type="checkbox"/> Other (specify):
Indicate Statutory Authority:	<input type="checkbox"/> 215.422, F.S	<input type="checkbox"/> 216.181, F.S.
GAA Year and Line Item Info:	SFY:	Line Item:
<p>1. Reason advance payment is required:</p> <p>2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.</p> <p>A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the Department of Financial Services, Division of Treasury at 850/413-3165 regarding the current Treasury earnings rate.</p> <p>B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:</p>		

C. Identify the procurement method used to select the vendor.

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting
Receipts Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
Total:				

Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: _____

Type Name of Signatory: _____

Date _____

Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation:

Approve Request

Deny Request

By: _____

Type Name of Signatory: _____

Date _____

Title: _____

Bureau: _____

Division: _____

The DEP Program Area should forward this information to the Contracts Disbursements Section at MS78. The Contracts Disbursements Section will forward requests for advance payment to the State Comptroller for review and legislature consultation, as appropriate.

Bureau of Finance & Accounting Use Only

ATTACHMENT

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. LP8910
(For Property With Grantee Assigned Property Control Numbers)

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

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

BELOW FOR DEP USE ONLY

DEP GRANT MANAGER: Maintain this document with a copy of the invoices supporting the cost of each item identified above in your Agreement file. If the Agreement is a cost reimbursement Agreement, make sure to send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment.

DEP Grant Manager Signature: _____

Date: _____

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

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

Maintain this document. When a copy of the invoices supporting the cost of each item identified above in your Agreement file. If the Agreement is a cost reimbursement Agreement, make sure to send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment.