

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20070235

**1. ACTION REQUESTED/PURPOSE:** Board approve and execute DEP Agreement No. LP6752, Matlacha Pass Hydrologic Restoration, for grant funding in the amount of \$250,000 from the Florida Department of Environmental Protection. Approve budget amendment resolution in the amount of \$250,000 for Project No. 208550, Matlacha Pass Restoration, and amend the FY06/07-10/11 Capital Improvement Program accordingly.

**2. FUNDING SOURCE:** Fund – Capital Improvement Fund; Program – CIP Program; Project – Matlacha Pass Restoration.

**3. WHAT ACTION ACCOMPLISHES:** Provides additional funding for Matlacha Pass Hydrologic Restoration project.

**4. MANAGEMENT RECOMMENDATION:** Approve.

**5. Departmental Category:** 08 Natural Resources **C8A** **6. Meeting Date:** FEB 27 2007

|  |  |  |                                   |  |
|--|--|--|-----------------------------------|--|
| <b>7. Agenda:</b><br><input checked="" type="checkbox"/> Consent<br><input type="checkbox"/> Administrative<br><input type="checkbox"/> Appeals<br><input type="checkbox"/> Public<br><input type="checkbox"/> Walk-On | <b>8. Requirement/Purpose: (specify)</b>                         |  | <b>9. Request Initiated:</b>      |  |
|  | Statute  |  | Commissioner                      |  |
|  | Ordinance  |  | Department <u>Public Works</u>    |  |
|  | Admin. Code  |  | Division <u>Natural Resources</u> |  |
|  | <input checked="" type="checkbox"/> Other <u>Grant Agreement</u> |  | By: <u>Roland Ottolini, P.E.</u>  |  |

**10. Background:**  
The Matlacha Pass Restoration Project was approved by the Board of County Commissioners as part of the FY06/07-10/11 Capital Improvement Program. The project scope is to establish historical flows to Matlacha Pass from North Fort Myers/Cape Coral and provide environmental restoration to flowways. The project represents one of the recommendations of the Northwest Lee County Surface Water Management Plan and is currently in the permitting phase. Along with water quality and hydrology improvements, this project will reduce flooding of Burnt Store Road.

The Florida Department of Environmental Protection will provide \$16,630 towards professional services and \$233,370 for construction of the project on a reimbursement basis. Matching funds are available in account no. 20855030100 and State funds will be tracked through account no. 22855030100.

**Attachment:** Two (2) original DEP Agreement No. LP6752

**11. Review for Scheduling:**

| Department Director | Purchasing or Contracts | Human Resources | Other         | County Attorney  | Budget Services           |                        |                          |                        | County Manager/P.W. Director |
|---------------------|-------------------------|-----------------|---------------|------------------|---------------------------|------------------------|--------------------------|------------------------|------------------------------|
| <i>J. J. ...</i>    | <i>J. J. ...</i>        | N/A             | <i>AO 218</i> | <i>J. J. ...</i> | Analyst<br><i>2/13/07</i> | Risk<br><i>2/13/07</i> | Grants<br><i>2/13/07</i> | Mgr.<br><i>2/13/07</i> | <i>J. J. ...</i>             |

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN:  
*2/12/07*  
*5pm*  
COUNTY ADMIN  
FORWARDED TO:  
*2/13/07*  
*10 AM*

Rec. by CoAtty  
Date: *2/12/07*  
Time: *1:15pm*  
Forwarded To:  
*2/14/07*  
*4:45pm*

# RESOLUTION #

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2006-2007.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Fund 30100 budget for \$250,000 of the unanticipated revenue from Florida Dept of Environmental Protection and an appropriation of a like amount for construction costs and;

**WHEREAS**, the Capital Improvements-Fund 30100 budget shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

|                                  |                    |               |
|----------------------------------|--------------------|---------------|
| Prior Total:                     |                    | \$240,669,879 |
| Additions                        |                    |               |
| 22855030100.334390.9011          | FDEP Grant Revenue | 250,000       |
| Amended Total Estimated Revenues |                    | \$240,919,879 |

## APPROPRIATIONS

|                              |                           |               |
|------------------------------|---------------------------|---------------|
| Prior Total:                 |                           | \$240,669,879 |
| Additions                    |                           |               |
| 22855030100.506540           | Construction Improvements | 250,000       |
| Amended Total Appropriations |                           | \$240,919,879 |

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Fund 30100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 208550
- 2. Title of Grant: Matlacha Pass Hydrologic Restoration
- 3. Amount of Award: \$250,000
- 4. Amount of Match Required: \$1,250,000
- 5. Type of Match: \$250,000 Cash; \$1,000,000 Land Value  
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

|   |  |
|---|--|
| FEDERAL <input type="checkbox"/> CFDA # | STATE <input checked="" type="checkbox"/> CSFA #37.039 |
|---|--|

7. Agency Contract Number: LP6752

|                     |                            |                      |
|---------------------|----------------------------|----------------------|
| 8. Contract Period: | Begin Date: Execution Date | End Date: 06/30/2008 |
|---------------------|----------------------------|----------------------|

9. Name of Subrecipient(s) N/A

10. Business Unit(s): 22855030100 (State)  
20855030100 (County)

11. Scope of Grant: (describe project). Design, permit and construct a series of drainage structures in order to provide historic flow patterns and reduce flooding in the northwest part of Lee County to include construction and wetland vegetation planting of roadside swales to redirect storm water.

12. Has this Grant been Funded Before?  YES  NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years?  YES  NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense?  YES  NO  
If YES What is the Lee County Budget Impact:

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| 1st Year             | 2 <sup>nd</sup> Year | 3 <sup>rd</sup> Year |
| 4 <sup>th</sup> Year | 5 <sup>th</sup> Year |                      |

Check Box if Additional Information on Program and Budget Impact is provided in Comment Section on page 2

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: Division of Natural Resources
- 2. Contacts:

|                                      |                   |
|--------------------------------------|-------------------|
| Program Mgr. Anura Karuna-Muni, P.E. | Phone #: 479-8131 |
| Fiscal Mgr. Elin Clemons             | Phone #:479-8560  |

**GRANTOR AGENCY INFORMATION**

(The agency you signed this agreement with)

- 1. Grantor Agency: Florida Department of Environmental Protection
- 2. Program Title/Division: Water Facilites Funding
- 3. Agency Contact: Tommy Williams
- 4. Phone Number: 850-245-8358
- 5. Mailing Address: 2600 Blair Stone Road, MS3505  
Tallahassee, Florida 32399-2400

**SOURCE OF FUNDS**

- 1. Original Funding  
Source: Florida Department of Environmental Protection  
(name of agency where funding originated from)
- 2. Pass Through Agency: N/A  
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT-- then from STATE DOT to Lee County DOT - - - STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:  
\_\_\_\_\_  
\_\_\_\_\_

3a. Is the County a Grantee or Subrecipient in #3 above: \_\_\_\_\_

**REPORTING REQUIREMENTS**

- 1. Does this grant require a separate subfund? YES  NO
- (Example: you need to return interest earnings)

Please Explain: \_\_\_\_\_

- 2. Is funding received in advance? YES  NO
- (If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)
- \_\_\_\_\_  
\_\_\_\_\_

**COMMENTS--INSTRUCTIONS:**

**STATE FINANCIAL ASSISTANCE AGREEMENT  
LEE COUNTY  
DEP AGREEMENT NO. LP6752**

**STATE OF FLORIDA  
GRANT ASSISTANCE  
PURSUANT TO LINE ITEM 1821 OF THE 2006 - 2007 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 LEE COUNTY, whose address is 2120 Main Street, Fort Myers, Florida, 33902-0398, (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Matlacha Pass Hydrologic Restoration 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 end no later than June 30, 2008, inclusive. 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 \$250,000 toward the total project cost estimate of \$1,500,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$250,000 toward the project described in **Attachment A**. 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 form, 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 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 30 days receipt of advance funds. If payment is based on reimbursement, proof of payment of the invoices is required; and
  - (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 Local Government is required to make such payments; and

- (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; and
    - (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 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. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and **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 15). Progress reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "progress reports" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. The Grantee shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Grantee, his subcontractor, or any of the employees, agents or representatives of the Grantee or subcontractor to the extent allowed by law.
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 incorporated herein by reference. 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 Grants Development and Review Manager at 850/245-2361 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 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.

10. A. The Grantee shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract 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.
- 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. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
11. 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.
12. 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.

13. 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**

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

**Anura Karuna-Muni, P.E.**  
**Lee County**  
**2120 Main Street**  
**Fort Myers, Florida 33902-0298**  
Phone: **239-479-8131**  
Fax: **239-479-8108**  
Email: **KARUNAAJ@leegov.com**

15. 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 which has 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.

16. 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 his employees not otherwise protected.



17. 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.
18. 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.
19. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
20. 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.
21.
  - 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.
22. Land acquisition is not authorized under the terms of this Agreement.
23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

LEE COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Acting Director  
Division of Water Resource Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FEID No.: \_\_\_\_\_

\_\_\_\_\_  
Grant Manager

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

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

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

STATE FINANCIAL ASSISTANCE AGREEMENT  
LEE COUNTY  
DEP AGREEMENT NO. LP6752

STATE OF FLORIDA  
GRANT ASSISTANCE  
PURSUANT TO LINE ITEM 1821 OF THE 2006 - 2007 GENERAL APPROPRIATIONS ACT

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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 end no later than June 30, 2008, inclusive. 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 \$250,000 toward the total project cost estimate of \$1,500,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$250,000 toward the project described in **Attachment A**. 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 form, 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 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 30 days receipt of advance funds. If payment is based on reimbursement, proof of payment of the invoices is required; and
  - (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 Local Government is required to make such payments; and

- (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; and
    - (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 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. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and **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 15). Progress reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "progress reports" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. The Grantee shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Grantee, his subcontractor, or any of the employees, agents or representatives of the Grantee or subcontractor to the extent allowed by law.
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 incorporated herein by reference. 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 Grants Development and Review Manager at 850/245-2361 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 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.

10. A. The Grantee shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract 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.
- 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. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
11. 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.
12. 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.

13. 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](mailto:thomas.e.williams@dep.state.fl.us)

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

**Anura Karuna-Muni, P.E.**  
**Lee County**  
**2120 Main Street**  
**Fort Myers, Florida 33902-0298**  
Phone: 239-479-8131  
Fax: 239-479-8108  
Email: [KARUNAAJ@leegov.com](mailto:KARUNAAJ@leegov.com)

15. 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 which has 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.

16. 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 his employees not otherwise protected.

17. 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.
18. 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.
19. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
20. 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.
21.
  - 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.
22. Land acquisition is not authorized under the terms of this Agreement.
23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

LEE COUNTY

By:   
Chairman

Date: 11/10/07

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Acting Director  
Division of Water Resource Management

Date: \_\_\_\_\_

\_\_\_\_\_  
Grant Manager

FEID No.: \_\_\_\_\_

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

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

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



# ATTACHMENT A PROJECT WORK PLAN

*Please complete this form with as much detail as possible*

**I. GRANTEE/PROJECT INFORMATION:**

|                       |                                      |
|-----------------------|--------------------------------------|
| <b>Grantee:</b>       | Lee County                           |
| <b>Project Title:</b> | Matlacha Pass Hydrologic Restoration |
| <b>DEP Grant #:</b>   | LP6752 – Lee County                  |

**II. FUNDING PLAN:**

| Category of Expenditure   | 2006-2007 LP Grant Funds Provided | 2006-2007 Match Required | Total 2006-2007 Funding |
|---------------------------|-----------------------------------|--------------------------|-------------------------|
| Professional Services     | 16,630.00                         | 16,630.00                | 33,260.00               |
| Construction & Demolition | 233,370.00                        | 233,370.00               | 466,740.00              |
| Land                      | 0                                 | 1,000,000.00             | 1,000,000.00            |
| Equipment                 |                                   |                          |                         |
| Other (Specify)           |                                   |                          |                         |
| <b>Total</b>              |                                   |                          | <b>1,500,000.00</b>     |

**III. SCOPE OF WORK:** (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, quarterly cash needs, etc.)

The Florida Department of Environmental Protection (Department) and Lee County (Contractor) agree that the primary objectives of this project consist of the following:

The Lower Charlotte Harbor is designated as priority waterbody of regional significance pursuant to Surface Water Improvement and Management (SWIM) Act, F.S. 373.453. This project will have a positive impact on water quality, hydrology, habitat restoration in the Lower Charlotte Harbor and the associated environmental enhancement of the Lower Charlotte Harbor estuaries. Additionally, Matlacha pass is designated as “impaired” by the Dept. of Environmental Protection per the 1999 Florida Watershed Restoration Act and Impaired Waterbody Rule (Rule 62-303, F.A.C.). Implementation of this project will provide improved water quality to Matlacha Pass. Lastly, the project will reduce flooding on a road that is designated as an evacuation route, in accordance with Chapter 163, F.S.

The project will include construction of a series of drainage structures in order to provide historic flow patterns and reduce flooding in the northwest part of Lee County. Roadside swales will be constructed to redirect storm water. Additionally, the swales will be planted with wetland vegetation to provide treatment of storm water.

**Scope Detail:**

1. The Contractor shall be responsible for the final project plan and implementation of the plan. The project plan shall include surveys, construction drawings, time lines, detailed budget information, bid documents and any subcontracts. Copies of all documents shall be submitted to the Department for review and approval.
2. The Contractor shall be responsible for obtaining all necessary permits/authorizations.
3. The Contractor shall notify the Department of the project start up dates at least 14 days prior to commencement.

4. The Contractor shall provide adequate on-site management to ensure compliance with the project plan and any permit conditions/requirements.
5. The Contractor shall be responsible for proper turbidity, sediment and erosion control at the work site. The Contractor shall be responsible for ensuring that state water quality standards pursuant to Chapter 62-302 F.A.C. are met.
6. Any significant modifications to the project plan must be agreed upon by the Department and the Contractor.
7. The Contractor shall submit quarterly progress reports, which shall include invoices, in accordance with Agreement requirements.

**IV. PROJECT MILESTONES:**

(i.e. timelines, contracts, if funded in prior year(s) where is the project now)

**Timeline:**

An estimated project timeline is as follows:

| <u>Item</u>  | <u>Completion Date</u> |
|--|------------------------|
| Task 1: Complete design and permit application process | November 2006          |
| Task 2: Issue for bids; receive and award bids         | February 2007          |
| Task 3: Construction                                   | April 2007             |
| Task 4: Project close-out                              | June 2007 <sub>B</sub> |

If the scope of work includes construction:

Estimated Construction start date: April 2007  
 Estimated scope of work completion date: June 2007<sub>B</sub>

If the scope is only for preconstruction work:

Estimated scope of work completion date: \_\_\_\_\_

*TW/DWA*

**V. LOCAL MATCH & OTHER GRANT FUNDS:**

List the sources and amounts for all funds being used to fund this project.

| <b>SOURCE</b>                   | <b>AMOUNT(\$)</b> |
|---------------------------------|-------------------|
| 2006-2007 LP grant              | 250,000.00        |
| 2006-2007 Match                 | 1,250,000.00      |
| i.e. 2005-2006 LP05xx grant     |                   |
| i.e. CDBG grant                 |                   |
| i.e. SRF loan WWxxxxx           |                   |
| i.e. prior year local match     |                   |
| i.e. federal funds – STAG grant |                   |
| Total Project Cost              | 1,500,000.00      |

**ATTACHMENT B**  
**Disbursement Request Package**  
 Legislative Projects (LP) Grants

1. Grantee/Recipient LEE COUNTY
2. Project Number LP6752 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: \_\_\_\_\_

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**Disbursement Details**

(cumulative amounts rounded to the nearest dollar)

- |    |  |             |
|----|--|-------------|
| 1. | Planning (attach invoices)                               | \$ _____    |
| 2. | Engineering (attach invoices)                            | _____       |
| 3. | Construction and Demolition (attach <u>invoices</u> )    | _____       |
| 4. | Technical Services during Construction (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.
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

|  |            |                       |  |
|--|------------|-----------------------|--|
| <b>DEP Agreement No.:</b>  | LP6752     |                       |  |
| <b>Grantee Name:</b>   | LEE COUNTY |                       |  |
| <b>Grantee Address:</b>  |            |                       |  |
| <b>Grantee's Grant Manager:</b>  |            | <b>Telephone No.:</b> |  |
| <b>Quarterly Reporting Period:</b>   |            |                       |  |
| <b>Project Number and Title:</b>   |            |                       |  |
| <p><b>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.)</b></p> |            |                       |  |
| <p><b>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</b></p>   |            |                       |  |
| <p><b>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</b></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.

| Budget Category | Total Project Budget | Expenditures Prior to this Reporting Period | Expenditures this Reporting Period | Project Funding Balance |
|-----------------|----------------------|---|------------------------------------|-------------------------|
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP6752 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/> or the Governor's Office of Policy and Budget website located at <http://www.ebudget.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/Welcome/index.cfm>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.fldfs.com/> and the Auditor General's Website <http://www.state.fl.us/audgen/pages/flsaa.htm>.

### **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 41  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3123

- 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 41  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3123

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 41  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3123

- 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 41  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3123

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

| <b>State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:</b> |   |                   |  |   |                |                              |
|--|---|-------------------|--|---|----------------|------------------------------|
| State Program Number   | Funding Source                                  | State Fiscal Year | Catalog of State Financial Assistance Number | CSFA Title or Funding Source Description                    | Funding Amount | State Appropriation Category |
| Original Agreement   | LI 1821 – Ecosystem Management & Restoration TF | 2006-2007         | 37.039                                       | Statewide Surface Water Restoration and Wastewater Projects | \$250,000      | 140047-07                    |
|  |   |                   |  |   |                |                              |

|                    |  |  |  |  |                  |  |
|--------------------|--|--|--|--|------------------|--|
| <b>Total Award</b> |  |  |  |  | <b>\$250,000</b> |  |
|--------------------|--|--|--|--|------------------|--|

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/>]. 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 JUSTIFICATON FORM

Use of this form is not required unless the advance requested requires the prior approval of the Comptroller. 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 Comptroller approval.

|  |  |   |  |
|--|--|---|--|
| Name/Address of the Vendor/Recipient:  |  |   |  |
| Contact Person/Phone No.:  |  |   |  |
| Agreement No./Purchase Order No. (if known):   | LP6752                                   |   |  |
| Commodities/Services/Project Description:  |  |   |  |
| Organizational Structure<br>(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"/> Full Contract Period |  |
|  | <input type="checkbox"/> Quarterly       | <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:                                    |  |
| <b>1. Reason advance payment is required:</b>  |  |   |  |
|  |  |   |  |
| <b>2. The following information required for advances requested pursuant to 215.422, Florida Statues (and the Comptroller's Voucher Processing Handbook) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statues.</b>   |  |   |  |
| <b>A.</b> 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 Insurance, Division of Treasury at 850/413-2776 or SunCom 293-2776 regarding the current Treasury earnings rate. |  |   |  |
|  |  |   |  |
| <b>B.</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:  |  |   |  |
|  |  |   |  |

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<br>(identify personnel/titles)                     |               |                |               |                |
| Fringe Benefits   |               |                |               |                |
| Contractual Services<br>(list services and estimated costs) |               |                |               |                |
| Equipment<br>(identify each item and cost)                  |               |                |               |                |
| Supplies  |               |                |               |                |
| Travel  |               |                |               |                |
| Other (specify)   |               |                |               |                |
| Overhead/Indirect   |               |                |               |                |
| <b>Total:</b>   |               |                |               |                |

**Certification Statement**

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Type Name of Signatory: \_\_\_\_\_  
 Title: Chief Financial Officer or designee

**DEP Program Area Review/Approval**

**Recommendation:**  **Approve Request**  **Deny Request**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Type Name of Signatory: \_\_\_\_\_  
 Title: \_\_\_\_\_ Bureau: \_\_\_\_\_ Division: \_\_\_\_\_

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

Bureau of Finance & Accounting Use Only



ATTACHMENT G

**PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. LP6752  
(For Property With Grantee Assigned Property Control Numbers)**

**GRANTEE:** 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 31<sup>st</sup> for each year this Agreement is in effect.

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

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

|          |                          |       |
|----------|--------------------------|-------|
| GRANTEE: | Grantee's Grant Manager: | Date: |
|----------|--------------------------|-------|

**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.