

**RESOLUTION NO. 2001-222**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE FY 2002 SOLID WASTE ENTERPRISE FUND TO ACCEPT UNANTICIPATED REVENUE IN THE AMOUNT OF \$6,000 IN FISCAL YEAR 2002 FOR THE PURPOSE OF FUNDING A PORTION OF THE "SMALL QUANTITY GENERATOR" PROGRAM ADMINISTERED BY ST. JOHNS COUNTY SOLID WASTE MANAGEMENT.**

**WHEREAS**, St. Johns County, Florida, when preparing the budget for Fiscal Year 2002 did not anticipate receiving grant funds for the FY 2002 Solid Waste Enterprise Revenue Fund to assist the "Small Quantity Generator" program; and

**WHEREAS**, Section 403.7234, Florida Statutes, requires all Florida counties to monitor and report the quantity and types of hazardous wastes generated by certain defined commercial operations; and

**WHEREAS**, St. Johns County Solid Waste Management is the entity in St. Johns County which administers the "Small Quantity Generator" program as required by Florida law; and

**WHEREAS**, the Florida Department of Environmental Protection (FDEP), Hazardous Waste Management Section, is responsible for assisting counties in their efforts to monitor and report these wastes to FDEP; and

**WHEREAS**, the FDEP Hazardous Waste Management Section has established a grant program to assist local "Small Quantity Generator" programs by providing yearly grants of \$6,000 for a period of five years; and

**WHEREAS**, St. Johns County Solid Waste Management submitted a grant application to FDEP for this assistance; and

**WHEREAS**, the FDEP Hazardous Waste Management Section has approved the grant application and transmitted two copies of the contract documents to St. Johns County for execution and.

**NOW THEREFORE**, be it resolved by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The County Administrator is authorized to execute the contract documents attached hereto as exhibit a.

Section 2. the FY 2002 Solid Waste Enterprise Fund be increased by \$6,000 from the Florida Department of Environmental Protection for the purpose of funding the FY2002 "Small Quantity Generator" program in St. Johns County and that the grant expenditure budget be increased accordingly.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 27<sup>th</sup> day of November, 2001.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk  
By: Patricia A. Ysacok  
Deputy Clerk

Rendition Date: 11-29-01





**STATE OF FLORIDA  
SMALL QUANTITY GENERATOR ASSESSMENT, NOTIFICATION  
AND VERIFICATION GRANT  
PURSUANT TO LINE ITEM 1778 OF THE 2001 - 2002 APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is St. Johns County Solid Waste Department, P.O. Box 349, St. Augustine, Florida 32085-0349 (hereinafter referred to as "Grantee" or "Recipient"), a unit of local government, to conduct a small quantity generator assessment, notification, and verification program.

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 conduct a small quantity generator assessment, notification and verification program in St. Johns County, in accordance with Sections 403.7225, 403.7265(9), 403.7234, 403.7236, and 403.7238, Florida Statutes (FS); Sections 62-731.050, 62-731.060, and 403.062, Florida Administrative Code (FAC); any subsequent policies regarding local hazardous management which the Department shall provide to the Grantee during the term of this Agreement, the provisions of 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. The Grantee is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services performed by the Grantee under this Agreement. The Grantee shall without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawing, specifications, reports and other services.
3. The Grantee agrees to conduct the small quantity generator assessment, notification and verification program to identify hazardous waste related problems within its jurisdictional boundaries. Local hazardous waste management assessments shall be renewed every five (5) years. The assessment rolls shall be brought up to date annually during the five year interval by including the applicable names from Department sources, occupational licenses, building permits, and from not less than one complete survey of the business pages of the Grantee's local county telephone systems. At the beginning of the five-year period, all potential small quantity generators identified on the assessment roll shall be notified. Each year thereafter, identify all known and potential businesses on July 1 and notify only newly identified businesses not previously notified. Annually, the Grantee shall verify the management practices of at least twenty (20) percent of its small quantity generators through on-site visits.
4. The Grantee agrees to comply with the requirements of the Small Quantity Generator Assessment, Notification and Verification Program as specified in the document entitled, "Guidelines to Conduct the County Small Quantity Generator Assessment, Notification and Verification Program, 1994."
5. If the Grantee fails to operate the small quantity generator assessment, notification and verification program for the five-year period covered by this Agreement, the Grantee shall reimburse the Department, with interest, all funds received under this Agreement.

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6. Because sample collection and chemical/biological analyses are not part of the Agreement's scope, a Quality Assurance Plan will not be required for performance of services under the terms of this Agreement.
7. This Agreement shall begin upon execution by both parties and end five (5) years from the date of execution. A final invoice for all reimbursable activities performed under this Agreement shall be submitted no later than **June 14, 2002**, to assure the availability of funding for final payment. The five (5) year Agreement period is provided for the Grantee to meet the requirements outlined in paragraphs 3 through 5, above.
8. 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 as follows:
  - A. For satisfactory performance, the Department agrees to reimburse the Grantee, on a cost reimbursement basis, as specified in **Attachment A** for its authorized and documented expenses. **Attachment B** provides a list of general expenditure categories authorized for reimbursement under this Agreement. General reimbursable expenditures listed in **Attachment A** (Project Work Plan) may, at the discretion of the Department, be authorized for reimbursement.
  - B. Expenditures for any work performed prior to the execution of this Agreement are not reimbursable under this Agreement.
  - C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment C**). In addition to the Payment Request Summary Form, the Grantee shall submit documentation, in accordance with the Comptroller's Contract Payment Requirements, attached hereto and made a part hereof as **Attachment D**, supporting the costs reported on the Payment Request Summary Form. All requests for reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. The Department reserves the right to audit the Grantee's disbursements, as it deems necessary. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
  - D. The Grantee shall submit monthly invoices in conjunction with the monthly progress reports required under paragraph 10.B.
  - E. Five copies of each invoice, including appropriate backup documentation, shall be submitted to:

Florida Department of Environmental Protection  
Bureau of Solid and Hazardous Waste  
Attn: Glen Perrigan  
2600 Blair Stone Road, MS4555  
Tallahassee, Florida 32399-2400

**A final invoice must be submitted by June 14, 2002, to assure availability of funding for final payment.**

9. 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.

10.
  - A. In an effort to conserve and recycle natural resources, the Grantee shall submit all reports generated under this Agreement on recycled paper.
  - B. The Grantee shall submit monthly progress reports detailing the current status of the Agreement including accomplishment of activities listed in the Project Work Plan (**Attachment A**), problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Monthly reports shall be submitted to the Department's Grant Manager no later than fifteen (15) days following the completion of the monthly reporting period. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
  - C. The Grantee shall provide the Department with copies of any educational and public awareness materials created or produced under this Agreement. All such materials shall become public domain.
  - D. Documentation, in the form of required reports, must be in detail sufficient for pre-audit and post-audit review and approval of invoices. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project findings.
11.
  - A. 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.
  - B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees to the extent permitted by Florida law.
12.
  - A. All work conducted under this Agreement by the Grantee shall be performed to the satisfaction of the Secretary of the Florida Department of Environmental Protection or his/her designated representative.
  - B. 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 this Agreement and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - C. In the event that the Grantee fails to perform all the services described under the terms of this Agreement, the Grantee shall reimburse the Department all compensation received within thirty (30) calendar days of the receipt of the Department's written request for reimbursement.
  - D. The Department may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days written notice to the Grantee.
  - E. Notice shall be sufficient if delivered personally or by certified mail to the appropriate Grant Manager.
13. 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.

14. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
15. In addition to the provisions contained in paragraph 14 above, the Grantee shall comply with the applicable provisions contained in **Attachment E**. A revised copy of **Attachment E**, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. If the Grantee fails to receive a revised copy of **Attachment E**, Exhibit-1, the Grantee shall notify the Department's Contracts Administrator at 850/922-5942 to request a copy of the updated information.
16.
  - A. The Grantee may subcontract 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 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.
  - C. Unless and to the extent indicated in paragraph 16.A above, this Agreement shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the Grantee's performance with that of another.
17. 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.
18. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing 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.
19. The Department's Grant Manager for this Agreement is identified below.

Glen Perrigan  
Florida Department of Environmental Protection  
Bureau of Solid and Hazardous Waste  
2600 Blair Stone Road, MS4555  
Tallahassee, Florida 32399-2400  
Phone: 850/488-0300

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

Mr. Chris Benjamin  
St. Johns County Solid Waste Department  
P.O. Box 349  
St. Augustine, Florida 32085-0349  
Phone: 904/823-1394

**824-9720**

21. 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.
22. 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.
23. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
24. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as Attachment F, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
  - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
  - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
25. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, 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 which causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
26. By execution of this Agreement, the Grantee certifies that all information technology products resulting from this Agreement will properly manage Year 2000 dates/data. In addition, the Grantee agrees to comply with the provisions of Florida Department of Management Services, Division of Purchasing Memorandum No. 6 (1998-99), dated February 5, 1999, which are hereby incorporated by reference and provided as Attachment G, attached hereto and made a part hereof.
27. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the Agreement shall be interpreted


in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

28.
  - 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.
29. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
30. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

ST. JOHNS COUNTY BOARD OF  
COUNTY COMMISSIONERS

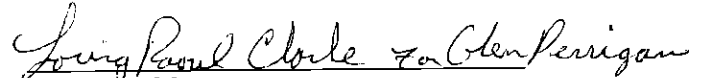
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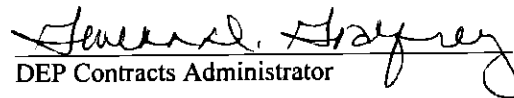
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STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

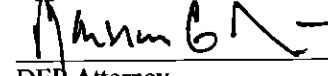
By:   
Director, Division of Waste Management  
or designee

Date: 12/5/01

  
DEP Grant Manager

  
DEP Contracts Administrator

Approved as to form and legality:

  
DEP Attorney

FEID No.: 59-6000825

\*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 (1 Page)
Attachment	B	Authorized Expenditure Categories (1 Pages)
Attachment	C	Payment Request Summary Form (1 Page)
Attachment	D	Comptroller's Contract Payment Requirements (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Property Reporting Form (1 Page)
Attachment	G	DMS, Division of Purchasing Memorandum No. 6 (1998-99) (3 Pages)

**ATTACHMENT A**  
**PROJECT WORK PLAN**

**PROGRAM ELEMENTS**

The following program elements identify the activities authorized for the expenditure of funds under this Agreement for the grant period beginning upon Agreement execution and ending May 31, 2002. Funding for additional grant periods may be authorized by formal amendment of this Agreement.

- SQG Assessment, Notification and Verification Program

The primary purpose of the funds provided under this Agreement shall be to cover costs incurred to conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification Program in accordance with Sections 403.7225, 403.7265(9), 403.7234, 403.7236, and 403.7238, Florida Statutes (FS); and Sections 62-731.050, 62-731.060, and 403.062, Florida Administrative Code (FAC).

- Public Awareness/Education and Compliance Assistance

Present three (3) workshops in the county for the regulated community. These workshops will address generator responsibilities under the hazardous waste laws and explain how inspections will be conducted in the county. At least one of the workshops will be presented to county maintenance staff on the proper management of hazardous waste at local government operated facilities.

- Office Equipment/Supplies

Office equipment and supplies are necessary to carry out the daily responsibilities of the Assessment, Notification and Verification Program including organizing and maintaining records and communicating with the Florida Department of Environmental Protection.

**PROPOSED BUDGET**

<b>Description</b>	<b>Amount</b>
Capital Expenditures	
• Pentium Computer	\$3,200.00
• Digital Camera	\$600.00
• Printer	\$300.00
Office Expenses	
• Public Outreach	\$950.00
• Mailing Costs	\$950.00
Training	\$0.00
Personnel	\$0.00
<b>Total:</b>	<b>\$6,000.00</b>

**FUNDING**

The Grantee is responsible for ensuring the completion of reimbursable activities performed under this Project Work Plan no later than May 31, 2002. The Grantee shall submit a final request for reimbursement of authorized expenditures no later than June 14, 2002. Maximum compensation for performance of the work described in this Project Work Plan shall not exceed \$6,000. This Agreement may be amended to provide for funding for additional funding periods under this Agreement. The Grantee shall submit a proposed project work plan (including a budget) for the next grant funding period to the Department's Grant Manager no later than May 7, 2002. In accordance with Section 62-731.050, F.A.C., the total grant funding amount per county is limited to \$30,000.

**ATTACHMENT B**

**AUTHORIZED EXPENDITURE CATEGORIES  
SMALL QUANTITY GENERATOR ASSESSMENT, NOTIFICATION AND VERIFICATION PROGRAM**

Administration:

Administrative expenditures shall be limited to those authorized by the Department which are identified in Attachment A.

- Salaries
- Travel and per diem

Capital Outlay/Expense:

Equipment and material necessary for the compliance activities associated with the Small Quantity Generator Program

- Computer hardware, software, peripherals (limited based on county program need)
- File storage
- Office supplies
- Other equipment - obtain DEP Grant Manager's written approval.

Educational and Public Awareness Expense Items:

Promoting proper hazardous waste management and/or pollution prevention through the development and distribution of educational and public awareness materials.

- Fact sheet, brochure development, duplication and distribution
- Workshop development including advertising
- Staff training (RCRA, waste management educational workshops such as TREEO, DEP)

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**ATTACHMENT C  
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: \_\_\_\_\_

GRANTEE'S GRANT MANAGER: \_\_\_\_\_

DEP AGREEMENT NO.: \_\_\_\_\_

PAYMENT REQUEST NO.: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

PERFORMANCE PERIOD: \_\_\_\_\_

AMOUNT REQUESTED:\$ \_\_\_\_\_

PERCENT MATCHING REQUIRED: \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

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

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS
Salaries	\$	\$	<b>NOT APPLICABLE</b>
Fringe Benefits	\$	\$	
Travel (if authorized)	\$	\$	
Subcontracting:		\$	
Planning	\$	\$	
Design	\$	\$	
Construction	\$	\$	
Construction Related Costs	\$	\$	
Equipment Purchases	\$	\$	
Supplies/Other Expenses	\$	\$	
Land	N/A	N/A	
Volunteer Services	N/A	N/A	
Donated Goods/Services	N/A	N/A	
Overhead	\$	\$	
<b>TOTAL REQUESTED</b>	\$	\$	
<b>TOTAL GRANT AGREEMENT</b>	\$		
Less Total Cumulative Payments of:	\$		
<b>TOTAL REMAINING IN GRANT</b>	\$		

**GRANTEE CERTIFICATION**

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

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

**ATTACHMENT D**  
**Comptroller Contract Payment Requirements**  
**Department of Banking and Finance, Bureau of Auditing Manual (10/07/97)**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

The administration of funds 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 section.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, 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 Comptroller 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 \$300,000 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 funds 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 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 \$300,000 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 \$300,000 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 funds (i.e., the cost of such an audit must be paid from recipient funds 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://aspe.os.dhhs.gov/cfda>.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$300,000 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 Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. EXHIBIT 1 to this agreement indicates State funds awarded through the Department of Environmental Protection by this agreement. In determining the State awards expended in its fiscal year, the recipient shall consider all sources of State awards, including State funds received from the Department of Environmental Protection, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.
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 reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State awards 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 \$300,000 in State awards 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 non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).
4. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), a recipient should access the website for the Governor's Office located at <http://sun6.dms.state.fl.us/fsaa/> for assistance. In addition to the above website, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/aadir/FSAAIndex.html>, and the Auditor General's Website <http://sun6.dms.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State awards that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State agency must arrange for funding the full cost of such additional audits. This part would be used to specify any additional audit requirements imposed by the State agency that are solely a matter of that State agency'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).)*

## **PART IV: REPORT SUBMISSION**

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement 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 each of the following addresses:

Glen Perrigan  
Florida Department of Environmental Protection  
Bureau of Solid and Hazardous Waste  
2600 Blair Stone Road, MS4555  
Tallahassee, Florida 32399-2400

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

- 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 at each of the following addresses:

Glen Perrigan  
Florida Department of Environmental Protection  
Bureau of Solid and Hazardous Waste  
2600 Blair Stone Road, MS4555  
Tallahassee, Florida 32399-2400

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

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

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

Glen Perrigan  
Florida Department of Environmental Protection  
Bureau of Solid and Hazardous Waste  
2600 Blair Stone Road, MS4555  
Tallahassee, Florida 32399-2400

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

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

State of Florida Auditor General  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

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

Glen Perrigan  
Florida Department of Environmental Protection  
Bureau of Solid and Hazardous Waste  
2600 Blair Stone Road, MS4555  
Tallahassee, Florida 32399-2400

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

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, and Chapter 10.600, Rules of the Auditor General, as applicable.
6. Recipients, when submitting audit reports to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, should indicate the date that the audit report was delivered to the recipient in correspondence accompanying the audit report.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 3 years from the date the audit report is issued, and shall allow the Department of Environmental Protection or its designee, 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, upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT - 1**

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

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

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

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 Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund – Line Item 1778	2001-2002	37013	Small Quantity Hazardous Waste Generator Grant Program	\$6,000.00	050840

Total Award					\$6,000.00
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For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CFSA) [<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 F**

**PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S001  
(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: _____
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<b>BELOW FOR DEP USE ONLY</b>	
<b>DEP GRANT MANAGER:</b> 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.	Date: _____
DEP Grant Manager Signature: _____	

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.

ATTACHMENT G



DEPARTMENT OF MANAGEMENT  
**SERVICES**

4050 Esplanade Way • Tallahassee, Florida 32399-0950

JEB BUSH, GOVERNOR

TOM MCGURK, SECRETARY

February 5, 1999

Suite 335

MEMORANDUM NO.: 6 (98-99)

TO: State Agency Purchasing Directors,  
Chief Information Officers

FROM:  George C. Banks, CPPO  
Director, State Purchasing

SUBJECT: Year 2000 Compliance Warranty Clause

The Office of the Attorney General in conjunction with the Year 2000 Project Office and State Purchasing, has developed a comprehensive Year 2000 Compliance clause which includes a compliance warranty, remedy, and reseller's responsibility.

It is recommended that this Year 2000 Compliance language be included (in its entirety) in any procurement document and contract for information technology hardware, software, and services, and other "products" which are or contain software, firmware, microcode, or embedded chip technology.

It is not necessary to replace the Year 2000 language in existing procurement documents or contracts, but instead, utilize this new language in any new procurements and contracts. Also, for "products" or services bought from State contracts it is not necessary to include the Year 2000 language in the procurement document or contract, since vendors are already bound by the Year 2000 language in the State contract.

This Year 2000 Compliance language is available in SPURS.



YEAR 2000 COMPLIANCE WARRANTY

For purposes of this Year 2000 warranty, the term "Product" shall include software, firmware, microcode, hardware and embedded chip technology.

Vendor warrants that the Product is Year 2000 Compliant. All versions of the Product offered by the vendor and purchased by the State, for which Vendor is obligated to provide maintenance service are, and in the future, will be, Year 2000 Compliant. Year 2000 Compliant means the Product will include the ability to: consistently handle date information before, during, and after January 1, 2000, including accepting date input, providing date output, and processing dates; function before, during and after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date related information before and following Jan 1, 2001, including but not limited to accurate and reliable performance in processing date and date related data, including calculating, comparing and sequencing; properly process any and all date calculations before, on and after the leap year date of February 29, 2000 and store and provide output of date information in ways that are unambiguous as to century.

The duration of this warranty and the remedies available to the State for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), defects in the Product with regard to Year 2000 Compliance, if any, will be corrected by Vendor at Vendor's cost within a timeframe mutually agreed upon with the State. Vendor cannot be held responsible for errors resulting from devices or systems external to this contract which are permitted to directly access any database provided under this Agreement and overwrite Product date fields or from the users improper integration of non-Year 2000 Compliant systems. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 REMEDY CLAUSE

In the event of any decrease in product functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating beyond the Millennium Date Change, Licensors and Vendors of Licensors products, agree to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein at no charge to the licensee, and without interruption to the ongoing business of the licensee, time being of the essence.

State Agency Purchasing Directors  
February 5, 1999  
Page 3

#### RESELLERS

All products bid under this bid/contract will be Year 2000 compliant. Year 2000 Compliant means the Product will include the ability to: consistently handle date information before, during, and after January 1, 2000, including accepting date input, providing date output, and processing dates; function before, during and after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date related information before and following Jan 1, 2001, including but not limited to accurate and reliable performance in processing date and date related data, including calculating, comparing and sequencing; properly process any and all date calculations before, on and after the leap year date of February 29, 2000 and store and provide output of date information in ways that are unambiguous as to century. Resellers may provide a "pass through warranty" from the manufacturer/software developer, which meets all the warranty requirements by the State, and which shall include all other warranties provided by the manufacturer or software developer. Reseller shall be responsible for warranty assurance, assistance, enforcement and any other actions or remediation, required to satisfy warranty requirements.

Please contact Del Hicks at 487-0417. Suncom 277-0417, should you have questions or need additional information.

GCB/dgh