



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 22001069-1
CHANGE DATE: 02/09/23

PAGE NO. 1

coastal@coastal-engineering.com
170 FAX: 352-799-8358
COASTAL ENGINEERING ASSOCIATES INC
966 CANDLELIGHT BLVD
BROOKSVILLE FL 34601

PDF

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UTILITIES - ADMINISTRATION
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

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ORDER DATE: 09/15/22		BUYER: KTEJERA		REQ. NO.: RQ221198	REQ. DATE: 09/08/22
TERMS: NET 30 DAYS		F.O.B.: FOB DESTINATION		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
<p>2/9/2023 Change Order 1 - GML- COASTAL ENG ASSOCIATES INC, CONTRACT 21-RG0045 APPVD 08/23/22 DOC ID 10878. SEPTIC UPGRADE INCENTIVE PROGRAM ENGINEERING SERVICES. FDEP OFFERED ADDITIONAL FUNDING OF \$1,111,111.11 WITH \$107,260.00 TO BE USED TOWARD CONTRACTURAL SERVICES PERTHE FDEP AGREEMENT. ADD \$107,260.00 TO LINE 1-33504-5303401. REVISED LINE AND PO TOTAL = \$405,800.00</p>					
01	*****		JOB SEPTIC UGRADE INCENTIVE PROGRAM-ENGINEERING SERVICES	.0000	107,260.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	107,260.00
01	33504 5303401	107,260.00		TOTAL \$	107,260.00

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[Signature]

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless limits have been lowered) and with insurers and under forms of policies satisfactory to COUNTY.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit
(b) Commercial General Liability (Additional Insured & Waiver Of Subrogation)	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense
(c) Automobile Liability Option of Split Limits: (1.) Bodily Injury	\$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident



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PURCHASE ORDER-CHANGE NO. 22001069-1

PAGE NO. 1

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ORDER DATE: 09/15/22		BUYER: KTEJERA		REQ. NO.: RQ221198	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: FOB DESTINATION		DESC.: SEPTIC UPGRADE INCENTIVE	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
<p>This Purchase is in accordance with Hernando County Contract No.21-RG0045, BOCC Approved on: 08/23/22, Doc ID No. 10878. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. A Notice to Proceed will be issued at a later date in advance of work being performed</p> <p>The County Contact Person is: Alys Brockway, Phone Number: 352-754-4749 The Contractor Contact is: Cliff Manuel, Phone Number: 352-796-9423</p> <p>2/9/2023 Change Order 1 - GML- COASTAL ENG ASSOCIATES INC, CONTRACT 21-RG0045 APPVD 08/23/22 DOC ID 10878. SEPTIC UPGRADE INCENTIVE PROGRAM ENGINEERING SERVICES. FDEP OFFERED ADDITIONAL FUNDING OF \$1,111,111.11 WITH \$107,260.00 TO BE USED TOWARD CONTRACTURAL SERVICES PER THE FDEP AGREEMENT. ADD \$107,260.00 TO LINE 1-33504-5303401. REVISED LINE AND PO TOTAL = \$405,800.00</p>					
01	405800.00	JOB	SEPTIC UGRADE INCENTIVE PROGRAM-ENGINEERING SERVICES	1.0000	405,800.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	405,800.00
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<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
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Employer's Liability	\$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit
(b) Commercial General Liability	\$ 2,000,000 General Aggregate
(Additional Insured & Waiver Of Subrogation)	\$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense
(c) Automobile Liability	\$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits: (1.) Bodily Injury	\$ 1,000,000 Per Person or \$1,000,000 Per Accident

HERNANDO COUNTY PURCHASING REVIEW FORM

Purchasing Contact:	Georgia Lim		
Contract purpose: (briefly describe)	21-RG0045/PH – Engineering Services for Septic to Sewer, District A and Septic Upgrade Incentive Program		
	PO22001069		
Vendor Name:	Coastal Engineering Associates, Inc.		
REQ#ITB/ RFP/Q#:	Change Order 1		
Received Document	2/7/23		

Purchasing Agent Review:	<i>Georgia Lim</i> <small>Signature</small>	2/7/23 <small>Date</small>	Georgia Lim <small>Printed Name</small>
Comments:	FDEP Offered Additional Funding of \$1,111,111.11 with \$107,260.00 to be used Toward contractual services per the FDEP Agreement.		
	Add \$107,260.00 to line 1 – 33504-5303401. Revised line and PO Total \$405,800.00		
	No Issues		

Grant Review:	<i>Helen Gornes</i> <small>Signature</small>	2-8-2023 <small>Date</small>	Helen Gornes <small>Printed Name</small>
Comments: GMS #404 33504	Terms 8-29-22 to 10-31-24, within terms of agreement. Increase in grant award will allow additional homes to connect to sewer services which requires increase in administrative services for inspection services. Increase in expense is within allowable amount for grant administration, appears to be necessary, allowable, allocable and in conformance with agreement. Fee schedule purchasing approval 2-8-2023. Grant compliance review completed; no issues found. OK to proceed.		

Chief of Procurement Review:	<i>Carl Rasmussen</i> <small>Signature</small>	2/8/2023 <small>Date</small>	
Comments:	Approved.		

Recommendation:			
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Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604



Construction Change Order

Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: COASTAL ENGINEERING ASSOCIATES

Change Order No. 1 Change Order Date: 01/31/2023
Contract No. 22001069 Contract Date:

Project Description:

SEPTIC UPGRADE INCENTIVE PGM-ENG SVCS

The Project is Changed as Follows

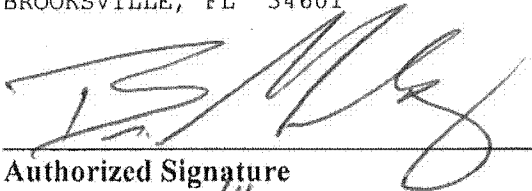
Justification: COASTAL ENG ASSOCIATES INC, CONTRACT 21-RG0045 APPVD 08/23/22 DOC ID 10878. SEPTIC UPGRADE INCENTIVE PROGRAM ENGINEERING SERVICES. FDEP OFFERED ADDITIONAL FUNDING OF \$1,111,111.11 WITH \$107,260.00 TO BE USED TOWARD CONTRACTURAL SERVICES PER THE FDEP AGREEMENT. ADD \$107,260.00 TO LINE 1-33504-5303401. REVISED LINE AND PO TOTAL = \$405,800.00

Total Addition/Deduction this Change Order:	107,260.00
The Original Contract Sum was	298,540.00
Net Change by previously authorized Change Orders:	.00
The Contract Sum prior to this Change Order was	298,540.00
The Net Amount of this Change Order is:	107,260.00
The new Contract Sum including this Change Order will be	405,800.00

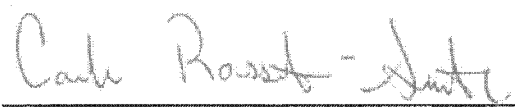
The Contract Time will be changed by this Change Order (Days):
The Date of Substantial Completion as of the date of this Change Order therefore is:

Vendor Name/Address:
COASTAL ENGINEERING ASSOCIATES INC
966 CANDLELIGHT BLVD
BROOKSVILLE, FL 34601

Owner or Owner's Representative:
Hernando County Commission
20 N. Main St., Rm 266
Brooksville, FL 34601



Authorized Signature
Date: 2/4/23



Chief Procurement Office
Date: 2/8/2023

- Distribution:**
- Vendor - Original
 - Purchasing & Contracts
 - Finance
 - Requisitioning
 - Contract File

From: [Alys Brockway](#)
To: [Katrina Tejera](#)
Subject: Additional Funding. LPF 2701
Date: Thursday, January 26, 2023 3:38:49 PM
Attachments: [SUIP change order # 1 to CEA for the additional fdep money.pdf](#)
[Approved Amendment No. 1 to Grant Agreement With State Department of Environmental Protection for Septic Upgrade Incentive Program \(LS11712\).pdf](#)

Katrina,

FDEP offered additional funding of \$1,111,111.11 for Hernando County's Septic Upgrade Incentive Program.

The original agreement (LPF2701) was for a total of \$2,796,111, then FDEP forwarded an amendment to that Agreement making a total funding amount of: \$3,907,222.22. With the additional funding it was necessary to have the consultant add their additional charges for adding 140 extra OSTDS to the Agreement.

Attached is the signed Scope and Fee Schedule for the additional work (that comes from FDEP's additional funding).

If you have questions, please contact me.

Thanks, Alys

Alys Brockway, Water Resource Manager
Hernando County Utilities Department
15365 Cortez Blvd.
Brooksville, FL 34613
352-754-4749

EXHIBIT "A"
Engineering Services for Septic Upgrade Incentive Program

Hernando County Septic Upgrade Incentive Program Scope of Services
Contract No. 21-RG0045/PH – Change Order # 1
November 14, 2022

BACKGROUND

The Hernando County Utilities Department (HCUD) has engaged the Coastal Team to create, implement and manage a residential septic upgrade program for eligible residents located in Hernando County. The amended funding for this program shall provide 140 additional eligible enhanced septic system installations.

This program will be funded through a grant from the Florida Department of Environmental Protection. The septic upgrade program was initially piloted by FDEP which has now transitioned the program to counties with first magnitude springs who have completed their wastewater feasibility assessments. This program will offer incentives for residents who are in the Weeki Wachee Springs Priority Focus Area to voluntarily upgrade their conventional septic systems to approved enhanced nitrogen reduction OSTDS. Subsidies for the septic upgrade will be paid to authorized septic installers and licensed plumbers.

SCOPE OF SERVICES

Task 1. Project Management System

Maintain the financial and information management system established for this project. Set up project financial files and a project management plan that will be used throughout the project. The plan will summarize the project objectives, project schedule, project budget, communication plan, accounting/invoicing procedures, and project contact list. Monitor the project progress and manage the project in conformance with the contract.

Task 2. Application Procedures and Documents

Work with County staff to create a suitable application, application procedures and documents necessary to run the program as outlined in the FDEP Grant Agreement. Application will be created to allow for online and paper submittal.

EXHIBIT "A"
Engineering Services for Septic Upgrade Incentive Program

Hernando County Septic Upgrade Incentive Program Scope of Services
Contract No. 21-RG0045/PH – Change Order # 1
November 14, 2022

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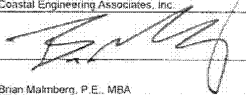
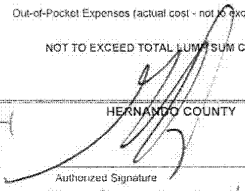

Task Order No. 6
 Contract 21-RG0045/PH Change Order #1
 Hernando County Septic Upgrade Incentive Program
 EXHIBIT "B" FEE SCHEDULE

TASK	PROJECT ACTIVITY	Coastal		Coastal		GSG, Inc.		GSG, Inc.		GSG, Inc.		Book Activity	Man Hrs. by	Avg. Hrs. Rate
		Man Hrs.	Cost	Man Hrs.	Cost	Man Hrs.	Cost	Man Hrs.	Cost	Man Hrs.	Cost			
1	Project Management Systems	34	\$ 185.00	20	\$ 60.00	4	\$ 170.00	32	\$ 160.00	18	\$ 125.00	\$ 13,250.00	90	\$147.67
2	Application Procedures and Documents	4	\$ 195.00		\$ 60.00	3	\$ 170.00	18	\$ 160.00	18	\$ 125.00	\$ 7,230.00	48	\$150.63
5	Application Management & Processing	6	\$ 185.00		\$ 60.00	40	\$ 170.00	186	\$ 160.00	38	\$ 125.00	\$ 42,420.00	270	\$157.11
5E	Field Review & Inspection		\$ 185.00		\$ 60.00		\$ 170.00		\$ 160.00	260	\$ 125.00	\$ 32,500.00	260	\$125.00
6	FDEP Grant Management Assist. & Coord.	4	\$ 185.00		\$ 60.00	22	\$ 170.00	24	\$ 160.00	3	\$ 125.00	\$ 9,320.00	58	\$160.69

SUB-TOTAL HOURLY COSTS \$ 104,760.00

Out-of-Pocket Expenses (actual cost - not to exceed) \$ 2,500.00

NOT TO EXCEED TOTAL LUMP SUM COST \$ 107,260.00 **AB**

Firm Name: Coastal Engineering Associates, Inc.		HERNANDO COUNTY	
Signature: 	Hernando County Utilities Dept.		
Brian Malmberg, P.E., MBA (Printed Name and Title)	Department Name	Authorized Signature	
Date: 12/5/22	12/5/22	Gordon Olander	
	(Date)	(Printed Name and Title)	
		for 	
		Chief Procurement Officer	
		2/08/23	
		(Date)	

**AMENDMENT NO. 1
TO AGREEMENT NO. LPF2701
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
HERNANDO COUNTY**

This Amendment to Agreement No. LPF2701 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Hernando County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Hernando County Septic Upgrade Incentive Program (Project), effective August 29, 2022; and,

WHEREAS, \$1,111,111.22 in additional funding for this Project is provided under Line Item 1614A of the 2021-2022 General Appropriations Act; and the total funding for this Agreement is now \$3,907,222.22; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

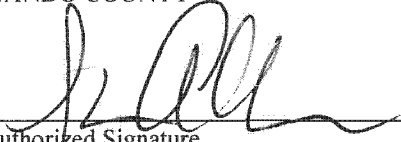
Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$3,907,222.22	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	SUIP, GAA LI 1614A, FY 21-22, LATF	\$2,222,222.22
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	TMDL, GAA LI 1661, FY 20-21, LATF	\$1,685,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$3,907,222.22

2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
3. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

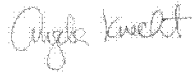
HERNANDO COUNTY

By: 
Authorized Signature

John Allocco, Chairman, BOCC
Print Name and Title

Date: January 24, 2023

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:  Digitally signed by Angela Knecht
Date: 2023.01.30 15:23:28 -05'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

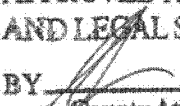
Date: _____

Gabby Vega-Molnar Digitally signed by Gabby Vega-Molnar
Date: 2023.01.30 11:24:15 -05'00'
Gabby Vega-Molnar, DEP Grant Manager

Zach Easton Digitally signed by Zach Easton
Date: 2023.01.30 14:45:48 -05'00'
Zach Easton, DEP QC Reviewer

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

Specify Type	Letter/Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY 
County Attorney's Office

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Septic Upgrade Incentives	Miscellaneous/ Other Expenses	\$3,501,422.22	03/01/2021	04/30/2024
2	Grant Administration	Contractual Services	\$405,800.00	03/01/2021	04/30/2024
Total:			\$3,907,222.22		

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Hernando County Septic Upgrade Incentive Program

PROJECT LOCATION: The Project will be located in Hernando County; Lat/Long (28.5158, -82.5625), in the Weeki Wachee Priority Focus Area (PFA).

PROJECT BACKGROUND: Pursuant to the Florida Springs and Aquifer Protection Act (2016) and resulting Basin Management Action Plans (BMAPs) the Grantee will complete a Wastewater Feasibility Analysis to determine when central sewer is the appropriate solution, and where connecting to central sewer is not indicated, will determine a solution to reduce nutrients to the springshed areas.

PROJECT DESCRIPTION: Based on the results of the Wastewater Feasibility Analysis performed by Hernando County, the Grantee will develop a Septic Upgrade Incentive Program to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems (OSTDS) to include nitrogen reducing enhancements. Where connection to sewer is not indicated by the Feasibility Analysis, the incentive program is intended to offset a portion of homeowner costs by providing certified septic system installers and licensed plumbers with up to \$7,500 after the installation of enhanced nitrogen-reducing features to existing septic systems located in targeted areas within the County that are pre-approved by the Department.

This project includes funding for personnel, grant administration, and overhead costs.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Septic Upgrade Incentives

Deliverables: The Grantee will provide incentive payments to eligible recipients of up to \$7,500 per installation to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems (OSTDS) to include nitrogen reducing enhancements within parts of the county approved by the Department.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and type of septic upgrade completed; and 3) copies of invoices for the upgrades by a registered septic installer or licensed plumber.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Grant Administration

Deliverables: The Grantee will provide grant administration services related to Task 1, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, and overall project coordination and supervision.

Documentation: The Grantee will submit a summary of activities for the current payment period. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

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 agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfd.gov

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), 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 \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), 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 \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (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 **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2020-2021	37.039	Statewide Surface Restoration and Wastewater Projects - TMDL, LI 1661	\$1,685,000.00	088964
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Restoration and Wastewater Projects - SUIP, LI 1614A	\$1,111,111.00	143280
Amendment I	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Restoration and Wastewater Projects - SUIP, LI 1614A	\$1,111,111.22	143280
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$3,907,222.22	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.