



# Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

## -M-E-M-O-R-A-N-D-U-M-

**DATE:** April 8, 2019

**TO:** Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

**FROM:** Douglas Wright, Engineering Spec I, Division of Engineering *WSD* *POE*

**RE:** Docket No. 20160165-SU – Application for staff-assisted rate case in Gulf County by ESAD Enterprises, Inc. d/b/a Beaches Sewer Systems, Inc.

Please file in the above mentioned docket file the following emails and reports:

NO.	DATE	CORRESPONDENCE	FROM	DESCRIPTION
1.	02-22-19	Emails (Parts 1-4)	Carroll	FRWA damage assessment and grant approval (reports, photos & invoices)
2.	03-25-19	Agreement		Department of Environmental Protection executed Grant Agreement
3.	03-29-19	Email	Carroll	FRWA confirming reimbursements are occurring
4.	04-02-19	Email	Mecca	FRWA executed small systems assistance
5.	04-02-19	Email	Mecca	Spread sheet small systems

Thank you.

DW/jp

Attachments

**NO. 1**

## Doug Wright

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**From:** Sterling Carroll <Sterling.Carroll@frwa.net>  
**Sent:** Friday, February 22, 2019 10:47 AM  
**To:** Doug Wright  
**Cc:** Gary Williams  
**Subject:** RE: Beaches Sewer System - DEP/FRWA Damage Assessment and Grant Approval (1 of 4)

Good morning Mr. Douglas Wright  
Florida Public Service Commission

Here is the hurricane damage report drafted for The Beaches Sewer System in 4 emails

1. Report
2. Photos (1)
3. Photos (2)
4. Invoices

Best Regards,

**Sterling L. Carroll, P.E.**

State Engineer

**Florida Rural Water Association**

2970 Wellington Circle

Tallahassee, FL 32309

Phone: 850-668-2746, Ext 118

Fax: 850-893-4581

Email: [sterling.carroll@frwa.net](mailto:sterling.carroll@frwa.net)

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*"Water is the driving force of all nature". Leonardo da Vinci*

*"Thousands have lived without love, not one without water". W. H. Auden*

---

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BeachesWWSsystem\_Damages\_Summary&Details\_021819(1Report).pdf (1.0MB)

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# FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle • Tallahassee, FL 32309-7813  
(850) 668-2746

## BOARD of DIRECTORS

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Tallahassee



EMAIL  
[frwa@frwa.net](mailto:frwa@frwa.net)

WEBSITE  
[www.frwa.net](http://www.frwa.net)

January 23, 2019

Mr. Timothy Banks, P.E.  
Clean Water SRF Program  
Division of Water Restoration Assistance  
3900 Commonwealth Blvd. MS 3505  
Tallahassee FL 32399-3000  
Phone: 850-245-2969  
Email: [Timothy.Banks@dep.state.fl.us](mailto:Timothy.Banks@dep.state.fl.us)

**Re: SRF Package requesting funding for Small Systems with Disaster Assistance for Hurricane Michael Repairs  
Beaches Sewer System, Gulf County, Facility ID: FLA010101**

Dear Mr. Banks:

FRWA is pleased to provide this evaluation, verification, and summary of actual costs for the Beaches Sewer System to address and repair damages to the utility infrastructure caused by Hurricane Michael.

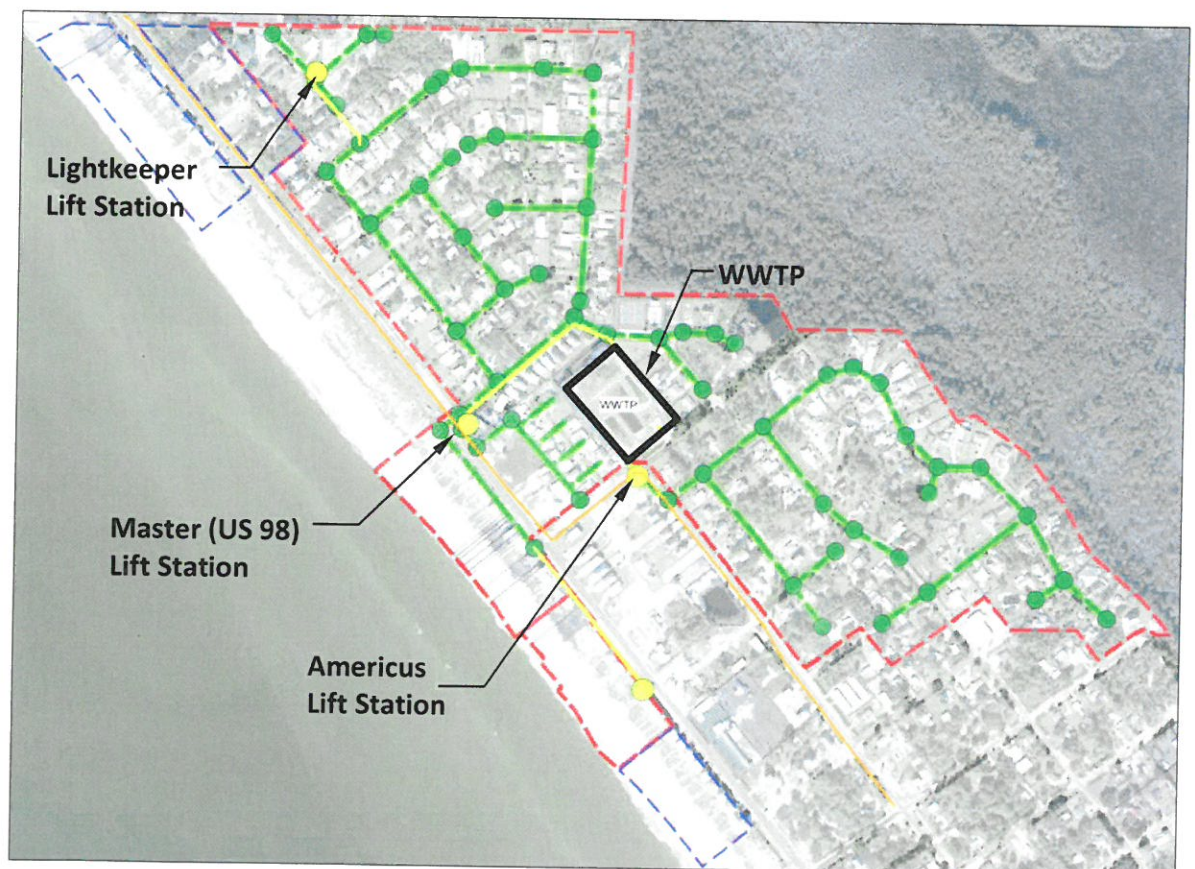
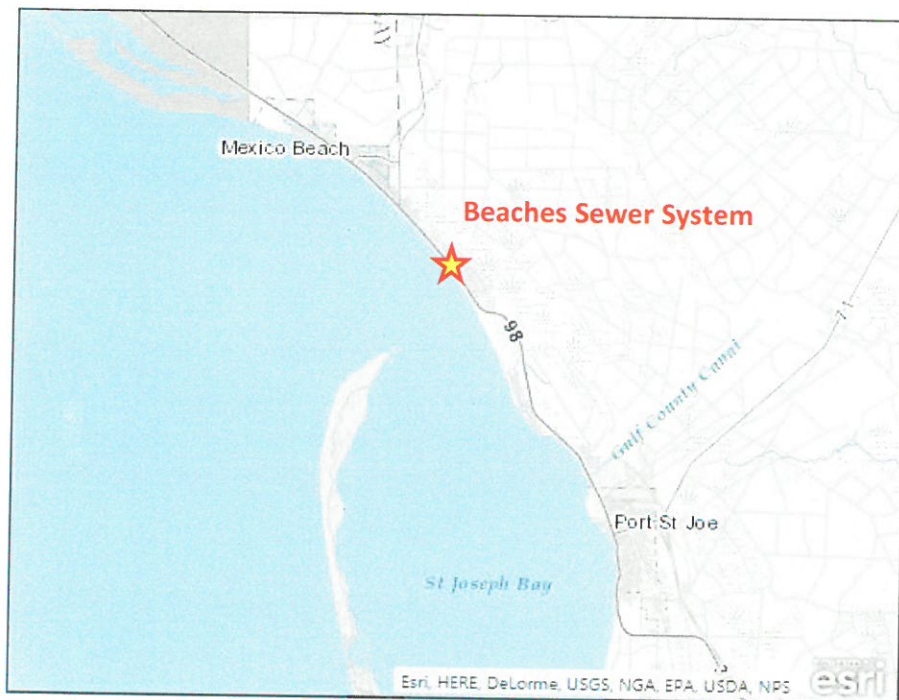
The following items are addressed below:

1. Narrative summary of our findings and recommendations
  - Verification that damages were truly from the storm, and not a lack of poor operation or maintenance
  - Photos of any unrepaired damages
2. Summary of Actual Repairs made by the system along with invoices and receipts showing where they paid for a service
3. Estimate vital repairs necessary to keep the system operating and complying with FDEP rules
  - Describe and provide an estimate or bid for the work
4. The Beaches Sewer System did not have insurance nor will they be getting insurance payments for any of these damage repairs.
5. The Beaches Sewer System is not eligible for FEMA reimbursement.
6. The Beaches Sewer System is not eligible for Mutual Aid assistance and is responsible to pay another utility for emergency assistance.

**The total cost for disaster repairs are estimated at \$46,731.31. We recommend \$33,515.64**

## Narrative summary of Findings and Recommendations

Visited the site and met with Patrick Farrell & Frank Seifert at the Beaches Sewer System WWTP On Monday January 21, 2019. Also see the attached photographs and invoices.





**Wastewater Treatment Plant Damages and Repairs:** The wastewater treatment Plant has a rated capacity of 70,000 gallons/day. The Wastewater Treatment Plant was damaged by Hurricane Michael and was out of service for a short period of time.

The wastewater plant has sustained some damages and still needs some effluent/perc pond piping replaced. Damages include:

- The Wastewater Treatment Plant itself was not damaged by the storm.
- The Storage Building was overturned by the storm surge and hurricane winds. The building has been up righted and is serviceable but equipment inside the building was damaged and has been replaced by the utility.
- The chlorine feed system needs to be replaced
- The distribution lines in the two (2) polishing ponds and three (3) percolation ponds were damaged by flying debris. Total of approx. 650-feet of 6-inch PVC pipe needs to be replaced, plus the piping between each pond needs to be leaned / jetted out.
- There was no structural, electrical, or controls damage.

**Site Security & Safety.** Although this is a minor issue, the fence around the WWTP was knocked down by the storm surge, wind and debris – no section of the fence was standing, it's entirely down. The fence length is approx. 1,400-feet and had two double swing gates and one access gate.

**Wastewater Collection System Damages and Repair Costs:** Multiple sewer breaks occurred due to falling trees and roots. Falling trees and debris damaged numerous cleanouts (allowing rainwater to flow into the sewer system). These services and cleanouts were also damaged by debris removal crews. Storm debris (sand, grit, stones, vegetation, and other trash) washed into the wastewater collection system – manholes, lift stations, and lines were filled and plugged. This requires extensive cleaning and maintenance. The control panels at all lift stations sustained damage from the storm surge. This was compounded by the salt from the ocean water. Due to the storm surge most, if not all, of their control panels will likely require replacement.

Storm impacts include:

- Debris and sand removal
- Manhole impacts
- Pumps/valves, structural, electrical, controls damage
- SCADA, telemetry damage or issues
- Standby/Emergency generator, transfer switch, controls, etc.

**Lift Stations.** One of the three lift stations sustained significant damages to the tune of \$14,425. Replaced control panel and pumps and removed sand and debris out of the wetwell. The master lift station had a new control panel and pumps and it only lost one solenoid, but even though the control components are still working it is only a matter of time that they fail because of salt water may have damaged some them. The Beaches are collecting invoices, estimated costs, photos, etc.

Item Description	Quantity	Unit Cost	Total Cost	Invoice Attached?	Damaged by Storm
Chlorine Feed Regulator and Flow Meter	1	\$6,518.00	\$6,518.00	Yes	No
Pump out Lift Stations & Manholes	1	\$3,553.09	\$3,553.09	Yes	Yes
New Portable Generator to replace failed unit	2	\$738.29	\$1,476.58	Yes	Yes
Americus Lift Station New Control Panel and (2) 2 HP submersible sewage pumps	1	\$11,175.00	\$11,175.00	Yes	Yes
Installation of (2) 2 HP submersible sewage pumps	1	\$3,250.00	\$3,250.00	Yes	Yes
Miscellaneous Equipment	1	\$2,624.05	\$2,624.05	Yes	Yes
Replace Wastewater Plant Fence	1	\$10,036.92	\$10,036.92	No	Yes
Repair and/or replace distribution piping for the polishing and percolation ponds	1	\$1,400.00	\$1,400.00	No	Yes
Storage Building	1	\$6,697.67	\$6,697.67	No	No
<b>Total</b>			<b>\$46,731.31</b>		

Florida Rural Water Association has enjoyed serving you and wishes your water system the best.

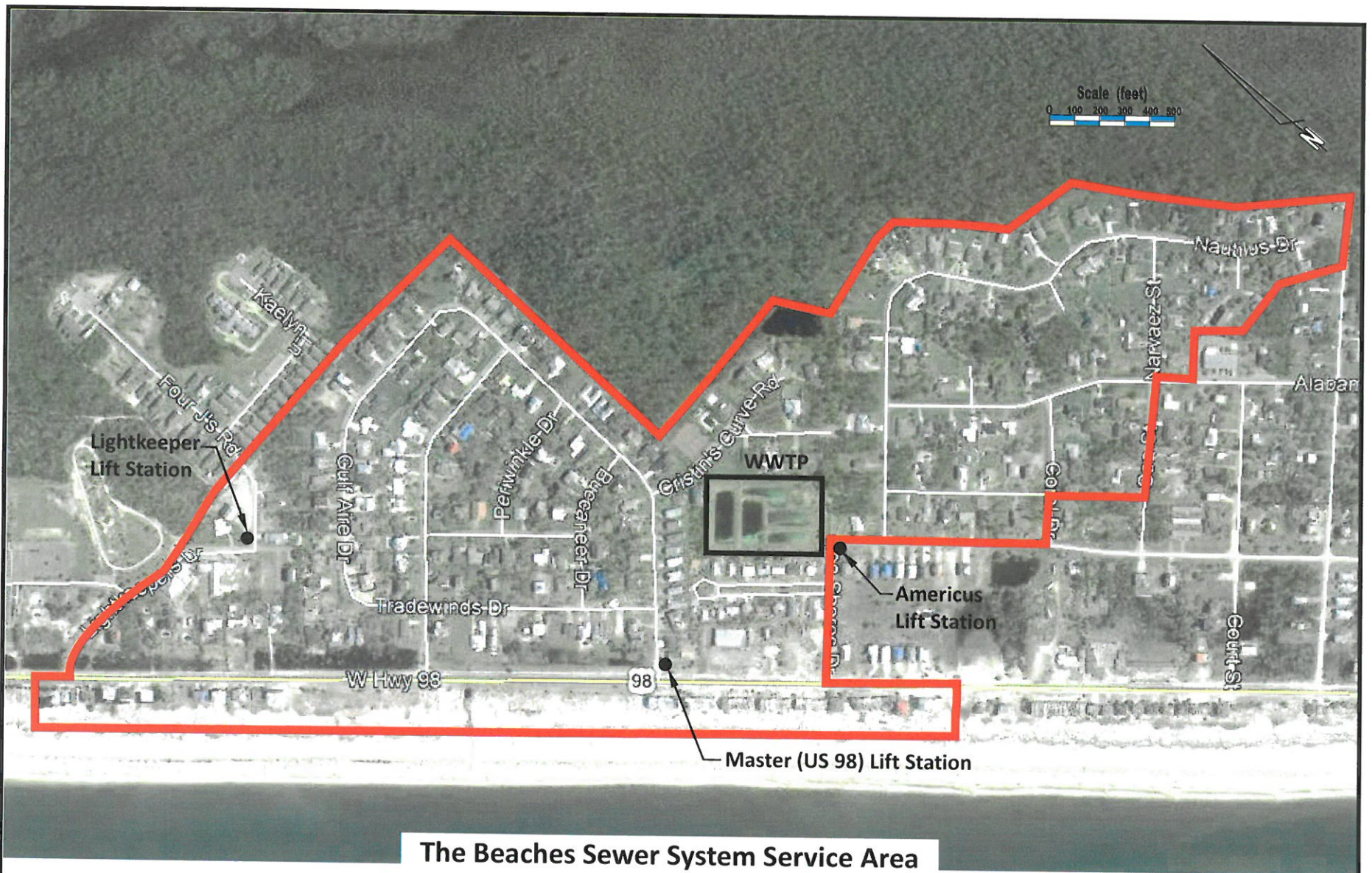
Sincerely,



Sterling L. Carroll, P.E.  
FRWA State Engineer

Copy: Scott Phillips, FRWA Circuit Rider





## FLORIDA RURAL WATER ASSOCIATION

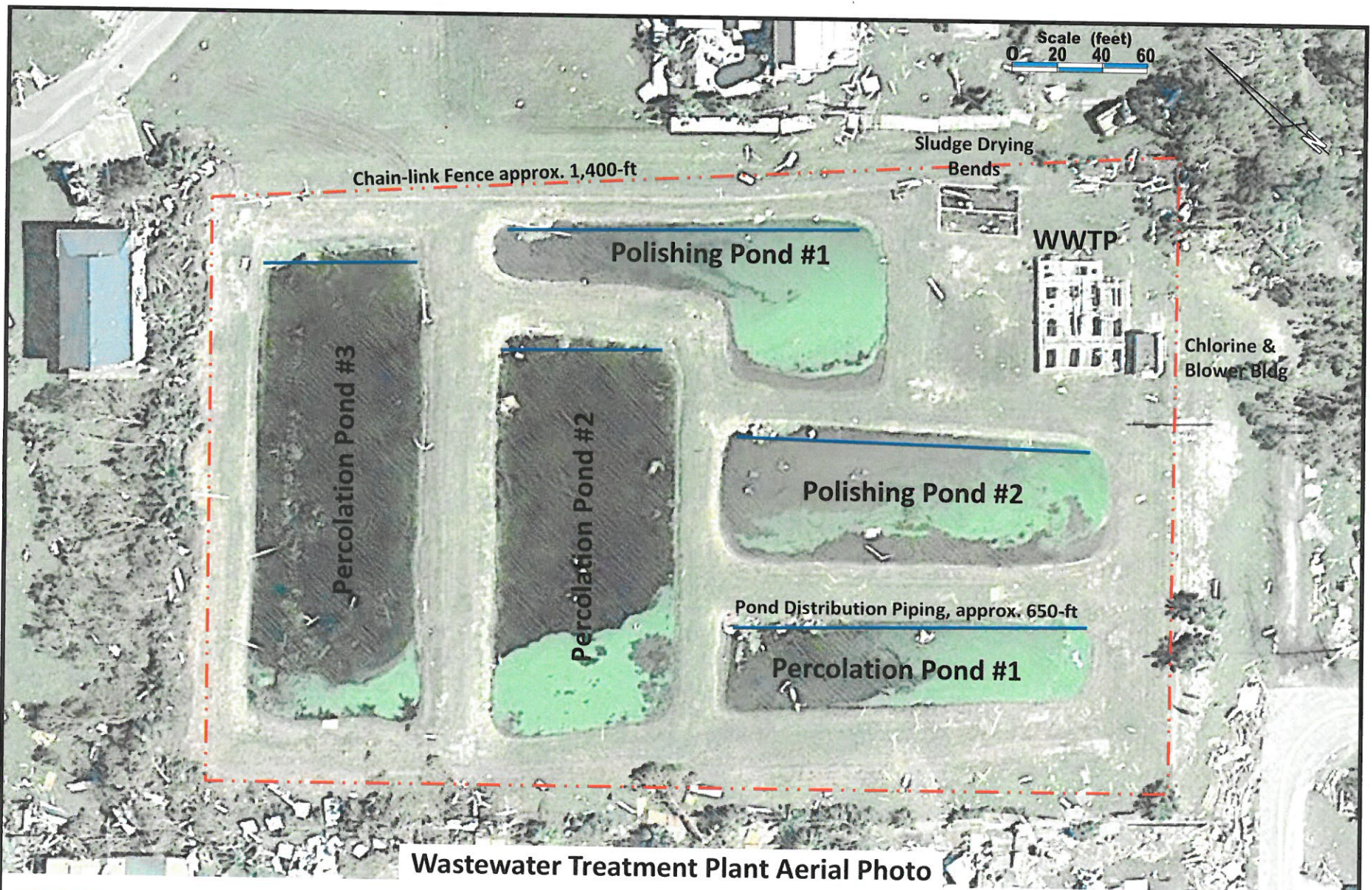


2970 Wellington Circle, Tallahassee, FL 32308  
Phone: 850-668-2746 ~ Fax: 850-893-4581  
e-mail: Sterling.Carroll@frwa.net  
Certificate of Authorization: 29291

## Beaches Sewer System

Mr. Patrick Farrell & Frank Seifert  
Sea Shores Dr & Americus Ave, Port St Joe FL 32456  
Phone 850-527-6090 / 850-227-5283  
Gulf County Facility ID: FLA010101





**Wastewater Treatment Plant Aerial Photo**

**FLORIDA RURAL WATER ASSOCIATION**

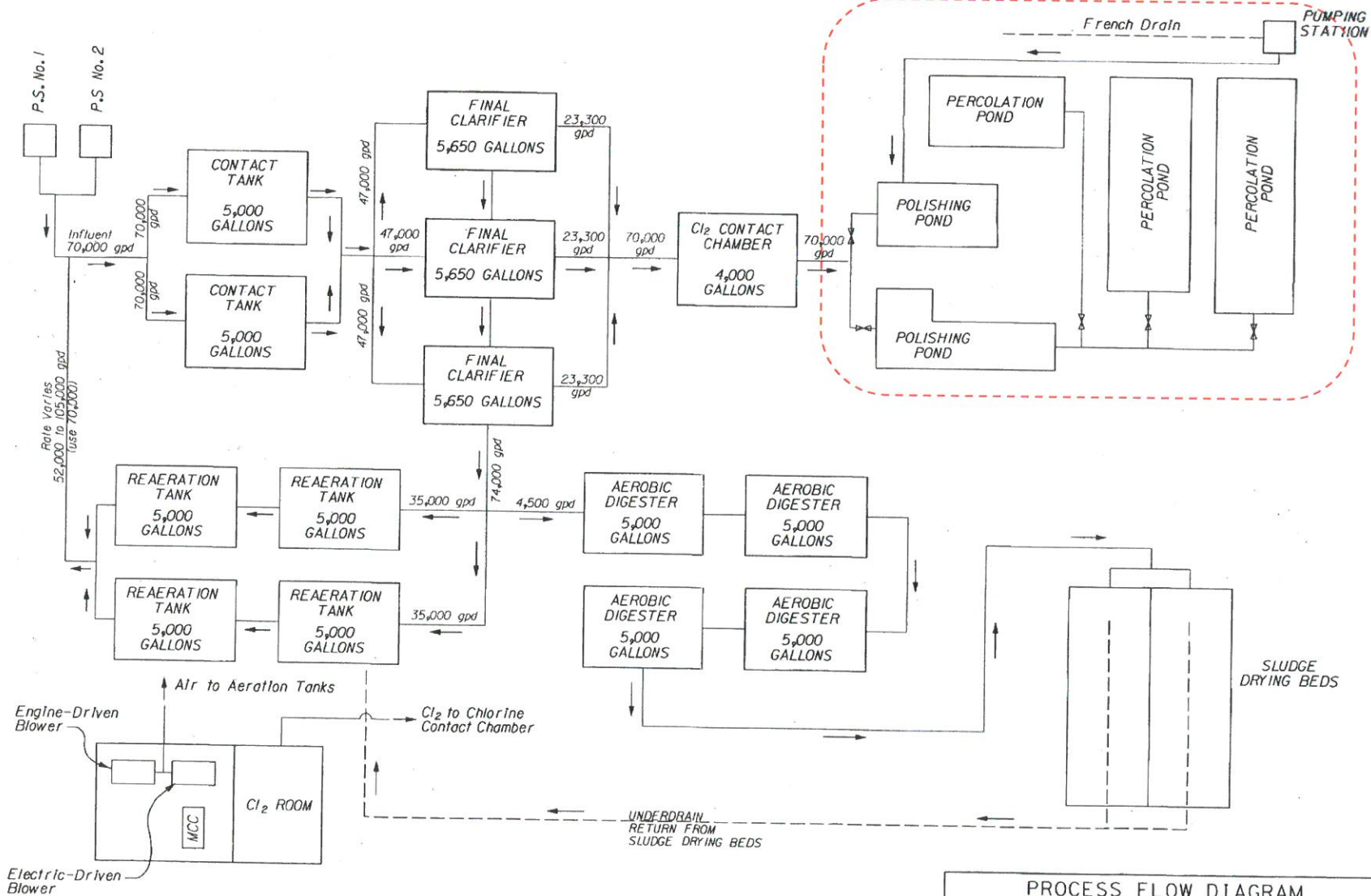


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PROCESS FLOW DIAGRAM  
GULFBREEZE WASTEWATER TREATMENT PLANT  
February 26, 2003

## Beaches Sewer System

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**Sent:** Friday, February 22, 2019 10:48 AM  
**To:** Doug Wright  
**Cc:** Gary Williams  
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Good morning Mr. Douglas Wright  
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1. Report
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Best Regards,

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**WWTP Before Storm**



**WWTP Before Storm**





**WWTP After Storm**  
**Plant Building Overturned & Chain-link Fence Collapsed**





**WWTP After Storm**



**WWTP After Storm**



**WWTP Shed After Storm**



**WWTP Shed After Storm**





**WWTP Shed After Storm**



**WWTP Shed After Storm**



**WWTP Polishing & Percolation Ponds  
After Storm**



**WWTP Polishing & Percolation Ponds  
After Storm**





**WWTP Polishing & Percolation Ponds  
After Storm**



**WWTP Polishing & Percolation Ponds  
After Storm**





**WWTP Polishing & Percolation Pond Piping Damages  
After Storm**



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**WWTP Polishing & Percolation Pond Piping Damages  
After Storm**



**WWTP Polishing & Percolation Pond Piping Damages  
After Storm**





**Master Lift Station (US 98) Before Storm**



**Valve Vault**

**Master Lift Station (US 98) Before Storm**



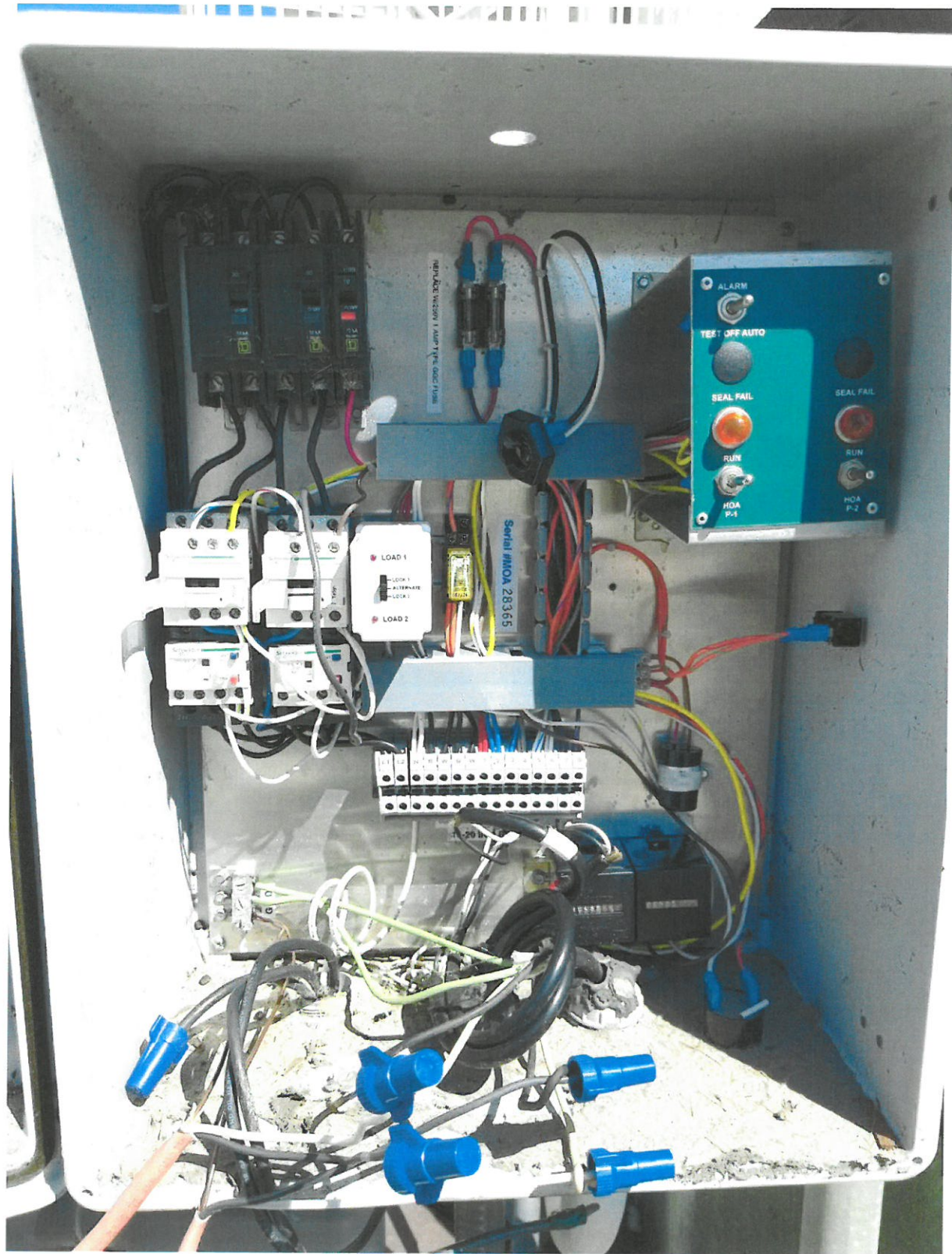


**Master Lift Station (US 98) After Storm**



**Master Lift Station (US 98) After Storm**





### **Master Lift Station Control Panel Flooded by Salt Water Surge**

(note the sand, this panel was only 12-mo old, lost solenoid. The electrician says that other components are likely to fail because of salt water)





**Master Lift Station (US 98) After Storm**



**Valve Vault  
Master Lift Station (US 98) After Storm**





**Master Lift Station (US 98) After Storm**





**Americus Lift Station After Storm  
New Control Panel**





**Americus Lift Station Control Panel Flooded by Salt Water Surge**  
(note the seaweed & grass)



**Americus Lift Station After Storm  
Top needs to be raised**





**Lightkeeper Lift Station Before Storm**



**Lightkeeper Lift Station After Storm**

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(850) 474-1805  
(800) 826-7699  
(850) 474-1776 FAX

9900A N. PALAFOX STREET • PENSACOLA, FLORIDA 32534-1227

**Serving the Southeast Water & Wastewater Industry for over 40 Years**

January 14, 2019

Mr. Frank Seifert  
Beaches Sewer System  
509 E. 4<sup>th</sup> Street  
Port St. Joe, FL 32456  
Phone: 850-229-9292  
Email: seifert13@msm.com

**Subject: Flomotion Ultrasonic, Open-Channel Flow Meter, and Evoqua/Wallace & Tiernan S10k Chlorine Gas Feed System.**  
**Water Treatment & Controls, Company Quote #011319DHA**

Mr. Seifert,

Per your request, we are pleased to quote as follows.

One (1) Flomotion FM8000 Series, 110/230 VAC, Open Channel Flow Meter includes the following:

- Illuminated Graphic LCD Display
- 6 Button Keypad
- Two (2) 4-20mA outputs
- Three (3) Programmable SPDT relays
- RS232 digital output and datalogging are available if desired. A cable comes with the flow meter and can be plugged into a USB port on the back of the flow meter. A thumb drive can then be plugged into the cord. The software can be downloaded at the Flomotion site.
- NEMA 4X Enclosure
- Corrosion Resistant PVDF S120 transducer with integral temperature compensation
- 1" NPT process connection
- 12' maximum range
- 33' cable length – Optional cable lengths are available for additional charge
- 110-230VAC, 50/60Hz
- Instruction Manual

**Price: \$1,945.00 each, Including Freight**

**Optional: Installation and Startup of the FM8000 Flow Meter, is available at \$1,158.00  
Additional cost. (See Note 1 below)**

**Please see the last page of this quote for applicable Terms & Conditions**

**Continued:**



Water Treatment & Controls Company Quote #011319DHA, continued:

One (1) Evoqua/Wallace & Tiernan S10KC3C4M, 200 PPD Maximum Chlorine Gas Feed System, includes:

- S10k Rotameter/Rate Valve Assembly with 3 inch Rotameter (3" Rotameters are available with a choice of 4, 10, 20, 50, 100, and 200 PPD Chlorine Gas Scales, all at the same cost). Please indicate your preference on your purchase order.
- One (1) VR1CSCX, Manual 200 PPD Maximum Chlorine Gas Vacuum Regulator with standard yoke.
- One (1) INJFTOCSGD 3/4" Standard Injector with 99-Code D Throat & Tailway.
- Booster Pump is NOT Included.

**Price: \$2,638.00, each, including freight**

**Optional: Installation and Startup of the S10K Gas Feed System is available at \$1,249.00  
Additional cost (See Note 1 below)**

**Note 1: Should you decide to purchase both the FM8000 Flow Meter and the S10K Gas Feed System and we can perform the Optional Installation and Startup of both of them at the same time, we can eliminate 4 hours travel time from the total of the two and offer a total cost of install and Startup for both of \$1,935.00.**

**Note 2: Water Treatment & Controls, Company's piping is stub-up to stub-out and does not include yard piping or main taps. Installation does not include concrete pads or core drilling holes through the floor. Any wiring is to be termination only and does not include conduit or yard wiring. Water Treatment & Controls, Company will mount the equipment and connect to your existing wiring and plumbing.**

We appreciate the opportunity to quote. As we may be of further service, please contact us.

Sincerely,  
Dan Harrington  
850-232-8940  
dharrington@watertc.com

# Invoice

**M&L Plumbing, Inc**  
**4417 Crawfordville Hwy**  
**Crawfordville, FL 32327**

Date	Invoice #
11/12/2018	PSJ Pump 2

Bill To
ESAD Enterprises, Inc. Beaches Sewer System

Tech	Project

Quan...	Description	Price Each	Amount
1	<p>Labor and materials necessary to supply and install (2) 2-h/p Liberty pumps and panel box with floats and install in the existing basin after we pull the two existing (5) horse power pump. We will re-pipe all the force main lines in the existing basin. Owner will provide pump truck to be on site until pumps are working to remove the sewage as we install the new pumps. We will make the wiring connections to the provided panel. We will tie in the existing single phase 220 lines. We will install this scope of work for the price of: \$11,175.00. (Takes 3-5 days for delivery)</p> <p>Billing for 100%</p>	11,175.00	11,175.00
<p>Accounts past due after 30 days. If the invoice for services and materials is not paid in full when due, Customer agrees to pay: Interest on the unpaid balance at the rate of 1 1/2% per month from the date payment is due: and all costs and expenses of collection including, but not limited to, reasonable attorney's fees (whether or not suit is filed and including all trial and appellate court proceedings.</p>		<p><b>Total</b> \$11,175.00</p>	
<p>Phone # 850-575-9393    Fax # 850-926-4255    Email: mandl@mandlplumbing.com    Website: WWW.MANDLPLUMBING.COM</p>			



J.V. GANDER DISTRIBUTORS INC  
P.O. DRAWER 70  
APALACHICOLA, FL 32329-0070

ACCOUNT NUMBER: 18660023

STATEMENT DATE: 10/31/18

Phone (850) 653-8889  
Fax (850) 653-9818

Page 1

ESAD ENTERPRISES, INC  
BEACHES SAVER SYSTEM  
509 E 4 STREET  
PORT ST. JOE FL 32456

ACCOUNT STATEMENT DATE LAST  
NUMBER: 18660023 AS OF: 10/31/18 STATEMENT: 09/30/18 Open Item

DATE	INVOICE	DESCRIPTION	AMOUNT	BALANCE
10/24/18	94181001	Cardlock Activity	212.18	212.18
10/25/18	94181002	Cardlock Activity	26.59	238.77
10/26/18	94181003	Cardlock Activity	228.68	467.45
10/27/18	94181004	Cardlock Activity	184.17	651.62
10/28/18	94181005	Cardlock Activity	233.99	885.61
10/29/18	94181006	Cardlock Activity	39.89	925.50
10/30/18	94181007	Cardlock Activity	33.65	959.15

J.V. GANDER DISTRIBUTORS INC  
P.O. DRAWER 70  
APALACHICOLA, FL 32329-0070

Phone (850) 653-8889  
Fax (850) 653-9818

TOTAL AMOUNT DUE: 959.15

CURRENT	30 DAYS	60 DAYS	90 DAYS	YTD FINANCE
959.15	.00	.00	.00	.00

ARRINVDU  
Run Date: 12/07/18  
Run Time: 15:26:26

J.V. GANDER DISTRIBUTORS, INC  
DRAFT NOTICE

Page: 1  
For 12/07/18

To: 18660023 ESAD ENTERPRISES, INC  
BEACHES SAVER SYSTEM  
509 E 4 STREET  
PORT ST. JOE, FL 32456  
Email: selfert13@msn.com

Reference #: 2

An electronic fund transfer will be initiated against your account  
on 12/10/2018 for the following invoices:

Sales Invoices						
Invoice No	Invoice Desc	Inv Date	Due Date	Inv Amt	Paid/Disc	Net Amt
94181101	SALES ENTRY	11/02/18	12/10/18	61.69	.00	61.69
94181102	SALES ENTRY	11/03/18	12/10/18	32.82	.00	32.82
94181103	SALES ENTRY	11/04/18	12/10/18	54.60	.00	54.60
94181104	SALES ENTRY	11/05/18	12/10/18	104.61	.00	104.61
94181105	SALES ENTRY	11/12/18	12/10/18	89.48	.00	89.48
94181106	SALES ENTRY	11/14/18	12/10/18	188.68	.00	188.68
94181107	SALES ENTRY	11/15/18	12/10/18	103.99	.00	103.99
94181108	SALES ENTRY	11/18/18	12/10/18	92.88	.00	92.88
94181109	SALES ENTRY	11/19/18	12/10/18	29.83	.00	29.83
94181110	SALES ENTRY	11/20/18	12/10/18	121.98	.00	121.98
94181111	SALES ENTRY	11/21/18	12/10/18	26.82	.00	26.82
94181112	SALES ENTRY	11/26/18	12/10/18	50.00	.00	50.00
94181113	SALES ENTRY	11/27/18	12/10/18	521.35	.00	521.35
94181114	SALES ENTRY	11/29/18	12/10/18	58.58	.00	58.58
94181115	SALES ENTRY	11/30/18	12/10/18	127.59	.00	127.59
Sales Total:				1,664.90	.00	1,664.90
Misc Adjustments						
Invoice No	Invoice Desc	Inv Date	Due Date			Net Amt
Open Pmnt	RETURN ACH	11/14/18	11/14/18			959.15
Misc Adjustments:						959.15
Total Amount Drafted on 12/10/2018:						2,624.05



<b>Bill To</b>
ESAD Enterprises, Inc. Beaches Sewer System

		Tech	Project	
Quan...	Description		Price Each	Amount
13	Pump out basin on 11/6 for the installation of the two grinder pumps. Hours (1) Service man		250.00	3,250.00
Accounts past due after 30 days. If the invoice for services and materials is not paid in full when due, Customer agrees to pay: Interest on the unpaid balance at the rate of 1 1/2% per month from the date payment is due: and all costs and expenses of collection including, but not limited to, reasonable attorney's fees (whether or not suit is filed and including all trial			<b>Total</b>	\$3,250.00

**M&L Plumbing, Inc**  
**4417 Crawfordville Hwy**  
**Crawfordville, FL 32327**

# Invoice

Date	Invoice #
10/27/2018	PSJ Pump 1

<b>Bill To</b>
ESAD Enterprises, Inc. Beaches Sewer System

Tech	Project

Quan...	Description	Price Each	Amount
8	Pump water basin. Hours (1) Service man	250.00	2,000.00
Accounts past due after 30 days. If the invoice for services and materials is not paid in full when due, Customer agrees to pay: Interest on the unpaid balance at the rate of 1 1/2% per month from the date payment is due: and all costs and expenses of collection including, but not limited to, reasonable attorney's fees (whether or not suit is filed and including all trial and appellate court proceedings.		Total \$2,000.00	
Phone # 850-575-9393 Fax # 850-926-4255 Email: mandl@mandlplumbing.com Website: WWW.MANDLPLUMBING.COM			



**MIZE PLUMBING SERVICES and SUPPLY, Inc.**  
 850-229-6821 or 850-229-6018  
 CFC057220 ER0011618 CGC1508814 CFC1426594  
 520 East First Street  
 Port St. Joe, FL 32456

**Invoice**

Date	Invoice #
10/18/2018	35659

<b>Bill To</b> Gulf Coast Property Services 409 Garrison Ave. Port St. Joe, FL 32456
---

**PAID**  
**11/13/2018**

<b>Ship To</b> 409 Garrison
--------------------------------

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
24745	Duc on receipt		10/18/2018			
Quantity	Item Code	Description			Price Each	Amount
1	Pump Out	Pumped out 2 loads & dumped Sales Tax			300.00 7.00%	300.00 0.00
					Total	\$300.00

ST. JOE HARDWARE CO.  
201 WILLIAMS AVENUE  
P.O. BOX 550  
PORT ST JOE FL. 32457  
PHONE: (850) 227-1717  
THANK YOU FOR SHOPPING WITH US

PAGE NO 1

CUST NO: \*5    JOB NO: 000    PURCHASE ORDER:    REFERENCE:    TERMS: CASH/CHECK/BANKCARD    CLERK: AMC    DATE / TIME: 1/23/19 1:46  
SOLD TO:    SHIP TO:    EXP. DATE: 1/24/19    TERMINAL: 553  
\*\*\*\* CASH \*\*\*\*

TAX: 002 TAXABLE SALES CASH

**QUOTE: 756829**

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		1	EA	3294386	PORTABLE GENERATOR 5500W		1	689.99 /EA	689.99
2									
3									
4					PICKED UP WHILE WE WERE OUT OF				
5					POWER DURING HURRICANE MICHAEL				
6									
7									
8					PROCESSED BY MARK COSTIN				

TAXABLE 689.99  
NON-TAXABLE 0.00  
SUBTOTAL 689.99

TAX AMOUNT 48.30

**TOTAL 738.29**

TOT WT: 192.00

X

Received By



ST. JOE HARDWARE CO.  
201 WILLIAMS AVENUE  
P.O. BOX 550  
PORT ST JOE FL. 32457  
PHONE: (850) 227-1717  
THANK YOU FOR SHOPPING WITH US

PAGE NO 1

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TAXABLE 689.99  
NON-TAXABLE 0.00  
SUBTOTAL 689.99

TAX AMOUNT 48.30

**TOTAL 738.29**

TOT WT: 192.00

X

Received By

Wallace Pump & Supply Company, Inc.

P. O. Box 13517  
Mexico Beach, FL 32410

# Invoice

Date	Invoice #
10/16/2018	30725

<b>Bill To</b>
ESAD Enterprises P.O. Box 503 Port St. Joe, FL 32457

<b>Ship To</b>
ESAD Enterprises P.O. Box 503 Port St. Joe, FL 32457

P.O. Number	Terms	Rep	Account #	Project	Rec. by:
hurricane	Net 30	BN	23320		

Quantity	Item Code	Description	Price Each	Amount
2	13-KNB200	2 BLACK KING NIPPLE 09005	4.50	9.00T
300	13-17152	2in BLUE PVC FLAT DISCHARGE HOSE	0.81	243.00T
12	13-17134	2 PLASTIC SUCTION HOSE	1.85	22.20T
2	04-SEB2PL	2in SELF PRIM 3HP SEB2PL E3C	355.00	710.00T

<b>Subtotal</b>		\$984.20
<b>Sales Tax (7.0%)</b>		\$68.89
<b>Total</b>		\$1,053.09

Phone #	Fax #	E-mail	Operations Manager: Bobby Nobles
850-648-8161 phone	850-648-8875 fax	wallacepump@gmail.com	



Wallace Pump & Supply Company, Inc.

P. O. Box 13517  
Mexico Beach, FL 32410

# Invoice

Date	Invoice #
11/2/2018	30936

<b>Bill To</b>
ESAD Enterprises P.O. Box 503 Port St. Joe, FL 32457

<b>Ship To</b>
ESAD Enterprises P.O. Box 503 Port St. Joe, FL 32457

P.O. Number	Terms	Rep	Account #	Project	Rec. by:
	Net 30	BN	23320		

Quantity	Item Code	Description	Price Each	Amount
1	04-LE41A-2	LIBERTY LE41A-2 SEWAGE PUMP 4/10HP W/ 25'	326.28	326.28
4	08-6820	CORD 115V 2" DISCHARGE	1.20	4.80
1	13-KNB200	3/4" - 1 3/4" S.S. HOSE CLAMPS	4.50	4.50
		2 BLACK KING NIPPLE 09005		
			<b>Subtotal</b>	\$335.58
			<b>Sales Tax (7.0%)</b>	\$23.49
			<b>Total</b>	\$359.07

Phone #	Fax #	E-mail	Operations Manager:
850-648-8161 phone	850-648-8875 fax	wallacepump@gmail.com	Bobby Nobles

**NO. 2**



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Small Systems with Disaster Assistance for Hurricane Michael Repairs Agreement Number: LP37122

2. Parties State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Florida Rural Water Association Entity Type: Not for profit

Grantee Address: 2970 Wellington Circle, Tallahassee, FL 32309 FEID: 59-1934383 (Grantee)

3. Agreement Begin Date: October 10, 2018 Date of Expiration: September 30, 2020

4. Project Number: \_\_\_\_\_ Project Location(s): Located in the Hurricane Michael Disaster Zone  
(If different from Agreement Number)

Project Description: The Florida Rural Water Association (Grantee) will reimburse various small wastewater and drinking water systems owners for repairs for damage caused by Hurricane Michael. These reimbursable costs include repairs to infrastructure at up to 13 small drinking and wastewater systems caused by Hurricane Michael (Small Systems).

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$46,341.82</u>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<u>FY 18/19 GAA Line Item #1598</u>	<u>\$12,667.11</u>
	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<u>FY 18/19 GAA Line Item #1599</u>	<u>\$33,674.71</u>
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: \$46,341.82

6. Department's Grant Manager Name: <u>Lisa Mecca</u> or successor Address: <u>3900 Commonwealth Boulevard</u> <u>Tallahassee, FL 32399-3000</u> Phone: <u>850-245-2924</u> Email: <u>Lisa.Mecca@dep.state.fl.us</u>	Grantee's Grant Manager Name: <u>Gary Williams</u> or successor Address: <u>2970 Wellington Circle</u> <u>Tallahassee, FL 32309</u> Phone: <u>850-668-2746</u> Email: <u>Gary.Williams@frwa.net</u>
--	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary): _____
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary): _____

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	CWSRF CS-12000118-0 / DWSRF FS-98452218-0
Federal Award Date to Department:	7/1/18
Total Federal Funds Obligated by this Agreement:	\$46,341.82
Federal Awarding Agency:	United States Environmental Protection Agency
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Florida Rural Water Association

Grantee Name

GRANTEE

By

*Gary Williams*  
(Authorized Signature)

3/22/19  
Date Signed

Gary Williams, Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

*Trina Vielhauer*  
Secretary or Designee

3/25/19  
Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

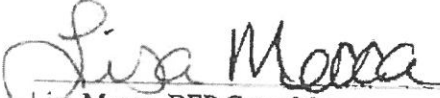
☒ Additional signatures attached on separate page.

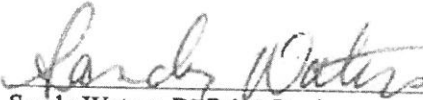


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DWRA Additional Signatures

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Lisa Mecca, DEP Grant Manager

  
Sandy Waters, DEP CC Reviewer

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**



The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 691-72, Florida Administrative Code (F.A.C.) and/or Chapter 691-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**



The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior* to performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: 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, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**



The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

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.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department 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. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee



is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LP37122

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Small Systems with Disaster Assistance for Hurricane Michael Repairs. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on October 10, 2018 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Travel.**

Additional compensation for travel is not authorized under this Agreement.

**6. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**7. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**8. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

## **9. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. **Other Insurance.** None.

## **10. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **11. Retainage.**

No retainage is required under this Agreement.

## **12. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## **13. State-owned Land.**

The work will not be performed on State-owned land.

## **14. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## **15. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*



**ATTACHMENT 3  
GRANT WORK PLAN**

**PROJECT TITLE:** Small Systems with Disaster Assistance for Hurricane Michael Repairs

**PROJECT LOCATION:** Hurricane Michael Disaster Zone

**PROJECT DESCRIPTION:** The Florida Rural Water Association (Grantee) will reimburse various small wastewater and drinking water systems owners for repairs for damage caused by Hurricane Michael, which made landfall in the Florida panhandle near Panama City on October 10, 2018. This grant will reimburse the Grantee for these costs. These reimbursable costs include repairs to infrastructure at up to 13 small drinking and wastewater systems caused by Hurricane Michael (Small Systems).

**TASKS:**

Grantee will verify the damage was caused by Hurricane Michael and ensure the costs are fair and reasonable. All documentation should be submitted electronically unless otherwise indicated.

**Task 1: Hurricane Damage Repair Reimbursement**

**Deliverables:** The Grantee will reimburse the owners of the Small Systems for the repair costs in accordance with the Grantee's review and verification of Hurricane Michael damage.

**Documentation:** The Grantee will submit with each payment request a report of damage assessments and repair costs, photos and supporting documents.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, 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:** The tasks must be completed, and all documentation received by the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Hurricane Damage Repair Reimbursement	Contractual Services	\$46,341.82	10/10/2018	3/31/2020

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements

Attachment 4

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements**

**Attachment 5**

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 OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 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 by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) 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, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).



4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), 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, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$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 OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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 the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

**Audit Director**

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

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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

By Mail:

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

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **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:

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

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FY 18/19 GAA Line Item # 1598, Federal Grants Trust Fund	2018 - 2019	37.076	Drinking Water Facility Construction	\$12,667.11	140076
Original Agreement	FY 18/19 GAA Line Item # 1599, Federal Grants Trust Fund	2018 - 2019	37.077	Wastewater Treatment Facility Construction	\$33,674.71	140076

<b>Total Award</b>					<b>\$46,341.82</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

## Exhibit A

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP37122 and accurately reflects the activities associated with the project.

Date \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



**NO. 3**

## Doug Wright

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**From:** Sterling Carroll <Sterling.Carroll@frwa.net>  
**Sent:** Friday, March 29, 2019 4:43 PM  
**To:** Doug Wright  
**Cc:** Gary Williams  
**Subject:** SRF Small Systems with Disaster Assistance for Hurricane Michael Repairs & Need for Adequate Reserves

Doug Wright  
Florida Public Services Commission

Just a note this afternoon to let you know that reimbursements are now occurring for repairs to Small Systems that incurred after the Hurricane Michael Disaster. The FDEP State Revolving Fund really stepped up to help these systems!

The recent disaster illustrates the vital necessity that each and every water and wastewater maintain adequate reserves. Each utility, publicly or privately owned, came out of pocket for emergency repairs after the storm. Systems (except for maybe Bay County and other large utilities) are still experiencing cash flow shortfalls due to lags in revenues or unanticipated expenses for emergencies. Cities and counties dealt with this problem by using funds (borrowing) from other sources to prop up their infrastructure plus asking for financing thru the SRF and/or FEMA. Private systems don't have this same ability and they are NOT eligible for FEMA assistance.

FRWA believes the PUBLIC is best served by self-sustained enterprises adequately financed with rates based on sound engineering and economic principles. Rate analyses should identify the true costs of providing services in the long-term, plus include reserves. Rates and fees collected must be sufficient to maintain level of service, cover expenses, fund capital outlays, retire debt, and support reserves (debt-service, repair and replacement, minor capital projects, infrastructure reinvestment, and emergencies).

We strongly recommend that reserves for normal repair and replacement (&R), deferred infrastructure repair / rehabilitation, and emergencies be in the range of 12.5 to 15% of annual revenues. The smaller the system the higher ratio (percentage) of reserves are needed.

Small systems never seem to have the financial ability to replace hydropneumatic tanks or other major components, plus it takes 12 to 18-months to get a rate increase thru the PSC plus several years to recoup from the financial hit – the time lag is overwhelming. The system is then fiscally vulnerable to any other major cost for several years thereafter.

The Florida Public Services Commission can be an agent for helping these privately owned systems maintain uninterrupted service after such events by insisting that every water and wastewater keep adequate reserves! Please let us know if FRWA can be of assistance with any of these issues.

Thank you for all you do,

**Sterling L. Carroll, P.E.**

State Engineer

**Florida Rural Water Association**

2970 Wellington Circle

Tallahassee, FL 32309

Phone: 850-668-2746, Ext 118

Fax: 850-893-4581

Email: [sterling.carroll@frwa.net](mailto:sterling.carroll@frwa.net)

*Florida Rural Water Association is a non-profit organization that was formed to provide technical assistance, training, and professional advice to water and wastewater systems. We assist water and wastewater systems with every phase of water and wastewater operations (technical, managerial, financial administration, and regulatory compliance).*

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*"Water is the driving force of all nature". Leonardo da Vinci*

*"Thousands have lived without love, not one without water". W. H. Auden*  
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**NO. 4**

## Doug Wright

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**From:** Mecca, Lisa <Lisa.Mecca@dep.state.fl.us>  
**Sent:** Tuesday, April 02, 2019 1:54 PM  
**To:** Banks, Timothy; Doug Wright  
**Subject:** RE: SRF Package requesting funding for Small Systems with Disaster Assistance for Hurricane Michael Repairs (2 of 4)  
**Attachments:** LP37122 FRWA Executed Small systems assistance SRF.pdf

Hi Douglas,

Yes it is executed, attached.

Please let me know if you have any questions.

Thank you,

Lisa Mecca



*Lisa W Mecca FCCM*

Florida Department of Environmental Protection  
Division of Water Restoration Assistance  
Environmental Specialist III  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399  
Phone: (850)-245-2924 Direct • Ext. 52924  
[Lisa.Mecca@dep.state.fl.us](mailto:Lisa.Mecca@dep.state.fl.us)

**From:** Banks, Timothy  
**Sent:** Tuesday, April 2, 2019 9:02 AM  
**To:** [dwright@psc.state.fl.us](mailto:dwright@psc.state.fl.us)  
**Cc:** Mecca, Lisa <Lisa.Mecca@dep.state.fl.us>  
**Subject:** FW: SRF Package requesting funding for Small Systems with Disaster Assistance for Hurricane Michael Repairs (2 of 4)

Douglas, this is what I have from FRWA on the Small Systems hurricane assistance. Lisa, would you mind sending Douglas the grant agreement? It did get executed, correct?

Tim

**From:** Sterling Carroll <[Sterling.Carroll@frwa.net](mailto:Sterling.Carroll@frwa.net)>  
**Sent:** Wednesday, February 20, 2019 10:27 AM

**To:** SpeasFrost, Shanin <Shanin.SpeasFrost@dep.state.fl.us>; Banks, Timothy <Timothy.Banks@dep.state.fl.us>  
**Cc:** Gary Williams <Gary.Williams@frwa.net>; Jeffrey Lawson <Jeffrey.Lawson@frwa.net>; Robert Holmden <rholmden@gmail.com>; Mike Murphy (mpmurphy1050@gmail.com) <mpmurphy1050@gmail.com>; David Castleberry <David.Castleberry@frwa.net>; Vielhauer, Trina <Trina.Vielhauer@dep.state.fl.us>; Kahn, Joe <Joe.Kahn@FloridaDEP.gov>; Mecca, Lisa <Lisa.Mecca@dep.state.fl.us>

**Subject:** SRF Package requesting funding for Small Systems with Disaster Assistance for Hurricane Michael Repairs (2 of 4)

Good morning Shanin & Tim,

Here is the complete report for Small Systems with Disaster Assistance for Hurricane Michael Repairs

- \$12,667.11 for Drinking Water Systems
- \$33,515.64 for Wastewater Systems

No.	Facility ID	County	Facility Name	Drinking Water Only	Wastewater Only	Total Est. Damages	Comments
1	FLA010101	Gulf	Beaches Sewer System WWTP	---	\$33,515.64	\$33,515.64	Recommend \$33,515.64 out of \$46,731.31 requested
2	1370077	Leon	Blounts Landing	\$0	---	\$0	Carla Smalley (owner of Lake Talquin Water and Blounts Landing)
3	1324064	Jackson	Blue Springs MHP	---	---	\$0	Not seeking assistance
4	1324104	Jackson	Compass Lake in the Hills POA	\$3,226.67	---	\$3,226.67	See write-up & invoices
5	1034054	Bay	Deer Haven Park	\$0.00	---	\$0.00	No invoices sent
6	1374072	Leon	Dogwood MHP	\$0	---	\$0	No hurricane related damages
7	1204065	Gadsden	Hammock Creek	\$0	---	\$0	Talquin applying to FEMA
8	1200885	Gadsden	Jamieson Water System	\$0	---	\$0	Talquin applying to FEMA
9	1204051	Gadsden	Joyland Water	\$0	---	\$0	Not seeking assistance
10	1370791	Leon	Lake Bradford Estates MHP	\$0	---	\$0	Not seeking assistance
11	1370403	Leon	Lake Talquin Water (not TEC)	\$4,762.63	---	\$4,762.63	Carla Smalley (owner of Lake Talquin Water and Blounts Landing)
12	1030568	Bay	Lisenby MHP	\$0	---	\$0	out of business
13	1204067	Gadsden	Meadows Grocery & MHP	\$265.00	---	\$265.00	See write-up & invoices
14	1200459	Gadsden	Rentz MHP	\$4,412.81	\$0.00	\$4,412.81	See write-up & invoices
			<b>TOTAL</b>	<b>\$12,667.11</b>	<b>\$33,515.64</b>	<b>\$46,182.75</b>	

FRWA is pleased to provide this evaluation, verification, and summary of actual costs for 13 small systems to address and repair damages to the utility infrastructure caused by Hurricane Michael for the Division of Water Restoration Assistance State Revolving Fund Program.

The following items are addressed for each of the 13 small systems below:

1. Narrative summary of our findings and recommendations
  - Verification that damages were truly from the storm, and not a lack of poor operation or maintenance
  - Photos of any unrepaired damages
2. Summary of Actual Repairs made by the system along with invoices and receipts showing where they paid for a service
3. Estimate vital repairs necessary to keep the system operating and complying with FDEP rules
  - Describe and provide an estimate or bid for the work
4. If the system had insurance nor will they be getting insurance payments for any of these damage repairs.
5. If the system is eligible for FEMA reimbursement.



6. If the system is responsible to pay another utility for emergency assistance or if it is eligible for Mutual Aid assistance.

Best Regards,

**Sterling L. Carroll, P.E.**

State Engineer

**Florida Rural Water Association**

2970 Wellington Circle

Tallahassee, FL 32309

Phone: 850-668-2746, Ext 118

Fax: 850-893-4581

Email: [sterling.carroll@frwa.net](mailto:sterling.carroll@frwa.net)

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*Florida Rural Water Association is a non-profit organization that was formed to provide technical assistance, training, and professional advice to water and wastewater systems. We assist water and wastewater systems with every phase of water and wastewater operations (technical, managerial, financial administration, and regulatory compliance).*

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*"Water is the driving force of all nature". Leonardo da Vinci*

*"Thousands have lived without love, not one without water". W. H. Auden*

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**NO. 5**

## Doug Wright

**From:** Mecca, Lisa <Lisa.Mecca@dep.state.fl.us>  
**Sent:** Tuesday, April 02, 2019 2:07 PM  
**To:** Doug Wright  
**Subject:** Spread sheet small systems

Beaches

WTC	Chlorine feed	Not included	
M&L Plumbing, Mize, Wa	Pump out LS	\$3,712.16	$\$2000 + \$300 + \$1053.09 + 359.07 = \$3712.16$
St. Joe Hardware	Generator	\$1,476.58	$\$738.29 + \$738.29$
M&L Plumbing	LS controls and pumps	\$11,175.00	
M&L Plumbing	Pump out for pump installation	\$3,250.00	
Gander	Fuel	\$2,624.05	
	Fence	\$10,036.92	Estimate
	Pond piping	\$1,400.00	Estimate
	Building		Not included
	Total	\$33,674.71	



*Lisa W Mecca FCCM*

Florida Department of Environmental Protection  
Division of Water Restoration Assistance  
Environmental Specialist III  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399  
Phone: (850)-245-2924 Direct • Ext. 52924  
[Lisa.Mecca@dep.state.fl.us](mailto:Lisa.Mecca@dep.state.fl.us)