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RESOLUTION NO. 09-03

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; ACCEPTING A LEGISLATIVE APPROPRIATION FROM THE FLORIDA LEGISLATURE IN THE AMOUNT OF \$100,000; APPROVING THE PROJECT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village has maintained a strong presence in Tallahassee and has build solid relationships with its state representatives who advocate Village priorities at the state level; and,

WHEREAS, this year the Village received two legislative appropriations for the Thalatta Park project and a Village-wide recycling program respectively; and,

WHEREAS, the Village received an appropriation in the amount of \$100,000 for the Village-wide recycling program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby accepts the legislative appropriation for \$100,000 from the Florida Department of Environmental Protection.

Section 2. The Project Agreement between the Florida Department of Environmental Protection and the Village of Palmetto Bay and the relative Work Program, included as Exhibit 1, are hereby approved.

Section 3. The Village Manager is authorized to execute the grant agreement and all other applicable documents on behalf of the Village.

Section 4. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 12th day of January, 2009.

Attest:



Meighan Rader
Village Clerk



Eugene P. Flinn, Jr.
Mayor

43 APPROVED AS TO FORM:

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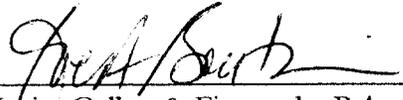
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50 Joseph A. Berth
Nagin, Gallop & Figueredo, P.A.

51 Village Attorney

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56 FINAL VOTE AT ADOPTION:

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58 Council Member Ed Feller YES

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60 Council Member Howard Tendrich YES

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62 Council Member Shelley Stanczyk YES

63

64 Vice-Mayor Brian W. Pariser YES

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66 Mayor Eugene P. Flinn, Jr. YES

67

AGREEMENT NO. S0424

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1819 OF THE 2008-2009 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the VILLAGE OF PALMETTO BAY, whose address is 8950 SW 152nd Street, Palmetto Bay, Florida 33157 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide financial assistance for the Palmetto Bay Recycling Project.

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twenty-two (22) months, inclusive, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$100,000.00. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above. Prior written approval from the Department's Grant Manager shall be required for changes between budget categories up to 10% of the total budget amount. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal change order to the Agreement. Any change in the budget that increases or decreases the total funding amount will require a formal amendment to the Agreement.

B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B, Payment Request Summary Form**. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. Travel expenses will not be reimbursed under the terms and conditions of this Agreement.

C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general

administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall submit Attachment B, Payment Request Summary Form, in conjunction with quarterly progress reports. The Grantee shall utilize **Attachment C, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment D, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

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

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

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

11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. 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.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. The Department's Grant Manager for this Agreement is identified below.

Irene Gleason	
Florida Department of Environmental Protection	
Bureau of Solid and Hazardous Waste	
2600 Blair Stone Road, MS# 4555	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-8753
Fax No.:	(850) 245-8811
E-mail Address:	Irene.Gleason@dep.state.fl.us

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

Olga Cadaval	
Assistant to the Village Manager	
Village of Palmetto Bay	
8950 SW 152 nd Street	
Palmetto Bay, Florida 33157	
Telephone No.:	(305) 259-1234
Fax No.:	(305) 259-1290
E-mail Address:	ocadaval@palmettobay-fl.gov

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. **For Agreements with State of Florida governmental entities that are not self-funded for liability insurance, the following provision may be used.**

The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

The following language may replace the language above for Agreements with Florida governmental entities which are self-funded for liability insurance: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self insured.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

18. 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.
19. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Project Agreement.
20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
21. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. Land acquisition is not authorized under the terms of this Agreement.
23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

VILLAGE OF PALMETTO BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

Date: _____

Date: _____

DEP Grant Manager name, DEP Grant Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 05-0541068

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (6 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

Project Title: *Village of Palmetto Bay Recycling Initiative*

Project Location: *Village of Palmetto Bay, Miami-Dade County*

Project Background:

The Village of Palmetto Bay is a family-oriented suburban community in South Miami-Dade County, encompassing approximately 8 square miles. Since its recent incorporation in 2002, the city has been focused on increasing recreational amenities for the general public, and has successfully acquired a variety of grants to implement innovative projects and programs that accomplish this goal, both in its Parks and Recreation and its Public Works Departments.

The first order of business following incorporation was to improve the outdated and abandoned park system that was inherited from the County. The outcome of this ambitious effort, which included the expansion and remodeling of Palmetto Bay Park, has rightfully dubbed the city the "Village of Parks."

The first five years of the Village's existence was also marked by successes in the Public Works area, particularly in the area of storm water management which eliminated flood-prone areas with the greatest threat to property damage.

With these notable accomplishments completed and realizing the importance of recycling, the Village is now launching its Green Initiatives which focuses on education and outreach activities, as well as model projects that promote conservation and the reuse of our resources. This three-pronged approach will ensure the success of our efforts.

Starting with the educational component, and as a prelude to the subsequent initiative, the Village of Palmetto Bay proposes to launch a competitive award program at the elementary school level that will increase awareness of the "3 R's", Reduce, Reuse and Recycle. The focus of the award program is to encourage local schools to develop a practical recycling program that is sure to attract student awareness and participation. All three elementary schools within Village boundaries will be given the opportunity to submit a proposal describing a school recycling or waste reduction project. Each proposal will be evaluated by Village Staff based on the following criteria:

- ◆ Creativity of the educational campaign and/or collection project;
- ◆ Methodology used to implement the project; and
- ◆ Positive environmental impact on the school

The school with the winning proposal will receive a one-time award of \$1,000 to implement their project, and each of the other two participating schools will be given an award of \$250 for their participation.

Following the "3 R's" model, the Village will also initiate its Village wide Single-Stream Recycling Program for the collection of plastic, aluminum and glass waste materials for the purpose of recycling. The project involves the purchase and installation of commercial grade recycle containers at all Village facilities, which include all five Village parks and Village Hall and ancillary offices. Brightly-colored containers ranging in size from 50 to 96 gallons, bearing the Village and recycling logos will be situated in strategic locations in the Village facilities aforementioned to afford ease of use and high visibility. Pick-up services will be provided through an outsourced contractor.

Similar to the Village-wide recycling initiative, the third initiative represents a model project to introduce community-wide "green" ideas, the Village proposes to allocate State funding to install a recycled material composed of rubber tires to replace the existing surfacing in its Boundless Playground, a 25,000 square foot all-accessible playground. Inherent in the design and untraditional philosophy of the Boundless Playground is the creation of play areas that cater to able-bodied kids and kids with physical or emotional disabilities, all in a seamless environment.

Presently, large areas of the playground surface are covered by mulch, which is a non-renewable resource. The high level of use combined with the popular South Florida rain events necessitate constant maintenance and the regular replenishment of the material, which is fully replaced on a quarterly basis. While the proposed rubberized surface is also made with non-renewable resources, the product represents the re-use of a material that would otherwise be discarded. Rubber tires have been re-purposed and reused as playground surface materials in a variety of ways, ranging from poured-in-place rubber surfaces to actual rubber mulch. The latter is often selected for its cost-savings. However, the material is easily blown-away and must be replenished over time.

The product that will be installed in our Boundless Playground represents the best of both worlds, combining the durability and strength of the pour-in-place surfacing with the cost-effectiveness of the rubber mulch. The product specifications are attached as supporting documents for this proposal. Palmetto Bay Park has become the epicenter for active recreation in the community's south region. With its high volume of patrons and visitors, the park serves as the perfect venue ensure that the launching of the Village's first initiative as part of its overall Green Initiatives vision is a measurable success.

These initiatives will essentially accomplish four main goals, which include:

1. Provide opportunities for elementary school children to be creative and use innovative solutions for recycling.
2. Educate our patrons on the importance of recycling, including residential and commercial efforts; third.
3. Serve as physical evidence to the community that the Village "does as it preaches", using recycled materials in lieu of non-renewable resources in its construction projects.
4. Promote conservation of resources; third, new signage and printed materials.

A final project report will list and describe the task accomplishments including implementation of the winning schools' recycling projects, the Village facilities recycling rate, and observation

of the new playground surface performance from patrons and park maintenance personnel.

Project Objectives:

- Objective 1: To expose school-age children to the benefits of recycling and allow them opportunities to be innovative and develop projects that support and promote recycling in the schools.
- Objective 2: To implement a Village-wide recycling project that supports the Village's "Green Initiatives" efforts using venues that are widely used by the community.
- Objective 3: To implement initiatives that can serve as a model for other communities to follow.
- Objective 4: To illustrate that the Village, as a governmental body, supports recycling and the use of recycled materials in construction.
- Objective 5: To show physical evidence of the Village's commitment to recycling and conservation in general.
- Objective 6: To educate the public on the benefits of recycling and the reuse of available resources.

Project Description:

TASK 1: Develop review process for the evaluation of school proposals based on the established criteria.

TASK 2: Order and purchase recycling bins for Village facilities.

TASK 3: Install recycling bins.

TASK 4: Negotiate and enter into a contract for recycling pick-up services.

TASK 5: Review and rank school proposals and issue awards.

TASK 6: Award a contract for removal and installation services of playground surfacing material.

TASK 7: Remove the existing mulch and reapply in other landscape areas of the park.

TASK 8: Purchase and install the required sub-surface and the recycled rubberized surface on approximately 5,000 SF area of the playground.

TASK 9: Purchase and install 2 signs at each play area which identifies the project.

TASK 10: Develop and print educational materials to distribute to the general public and include on the Village website.

TASK 11: Final project report

Project Tasks/Deliverables:

Task No.	Task Title	Start	Complete	Deliverable	Deliverable Due Dates
1	Develop Review Process	Upon Execution of Agreement	30 days from Contract Approval	Review Process	In the next quarterly progress report
2	Order & Purchase Bins	Following Completion of Task 1	4 months	Progress Report	In the next quarterly progress report
3	Install Recycling Bins	Following Completion of Task 2	4 months	Progress Report	In the next quarterly progress report
4	Contract for Recycling Services	Upon Completion of Task 4	2 months	Approved Contract	In the next quarterly progress report
5	Proposal Reviews	Upon Completion of Task 1	4 months	Progress Report and Photographs	In the next quarterly progress report
6	Contract Award for Surfacing Work	Upon Completion of Task 1	3 months	Approved Contract	In the next quarterly progress report
7	Mulch Removal	Upon Completion of Task 6	3 months	Progress Report	In the next quarterly progress report
8	Surfacing Installation	Upon Completion of Task 7	3 months	Progress Report and Photographs	In the next quarterly progress report
9	Sign Purchase	Upon Completion of Task 8	2 months	Progress Report and Photographs	In the next quarterly progress report
10	Educational Materials	Upon Completion of Task 9	3 months	Progress Report and Printed Materials	In the next quarterly progress report
11	Final Project Report	Upon Completion of all other Tasks	1 month	Final Report describing all task accomplishments	In the next and final quarterly progress report

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Project Budget:

Budget Category	DEP Funding Amount	Matching Funds and Source	
		Funding Amount	Source of Funds
Salaries:	1,162	0	N/A
Fringe Benefits:	465	0	N/A
Travel:	0	0	N/A
Contractual Services:	91,441	0	N/A
Equipment Purchases	0	0	N/A
Supplies/Other Expenses	6,932	0	N/A
Land	0	0	N/A
Indirect:	0	0	N/A
Total:	100,000	\$0	
Total Funding Amount:	100,000		
% Match:	0		

Project Budget Narrative:**Salaries & Fringe Benefits Detail**

Field Operations Supervisor- 20 hrs @ \$21.88/ Hr.= \$437.60
 Grounds Maintenance Workers (2)- 20 hrs @ 18.10/ Hr = \$724.00
 Fringe (40% of base) = \$465.00
 Sub-Total- \$1,627

Contractual Services Detail:

Recycling Pick-up Services (12 months): \$7,200
 Playground Surface Removal and Installation (inc. material): \$84,241

Supplies/ Other Expenses Detail:

Recycling Containers (28 total): \$1,932
 Signage (2): \$2,500
 Printed Materials: \$2,500

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Total Budget by Task:

Task		DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Develop Review Process	\$0	0	N/A
2	Order & Purchase Bins	\$1,932	0	N/A
3	Install Recycling Bins	\$1,627	0	N/A
4	Contractual Services	\$7,200	0	N/A
5	Proposal Review	\$0	0	N/A
6, 7 & 8	Contract Award and Surface Removal & Installation	\$84,241	0	N/A
9	Sign Purchase	\$2,500	0	N/A
10	Educational Material	\$2,500	0	N/A
11	Final Report	\$0	0	N/A
Total:		\$100,000	0	DEP
Project Total:				\$100,000

Measures of Success:

The final report will provide the winning schools' recycling projects implementation progress. The report will also track the Village facilities recycling rate from the start of service until the end of the project. Finally observations of the new playground surface performance from patrons and park maintenance personnel will be included in the report. Thus the final report will provide information to other municipalities on the success of this program.

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**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____

Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No.: _____

DEP Agreement No.: S0424

Date Of Request: _____

Performance Period: _____

Amount Requested: \$ _____

Percent Matching Required: _____

GRANT EXPENDITURES SUMMARY SECTION

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

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Subcontracting:			\$N/A	\$N/A
Recycling Services	\$	\$	\$N/A	\$N/A
Surface Removal & Installation	\$	\$	\$N/A	\$N/A
Construction	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases	\$N/A	\$N/A	\$N/A	\$N/A
Supplies/Other Expenses	\$	\$	\$N/A	\$N/A
Land	\$N/A	\$N/A	\$N/A	\$N/A
Indirect	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
AGREEMENT AMOUNT	\$		\$N/A	
Less Total Cumulative Payments of:	\$		\$N/A	
TOTAL REMAINING IN GRANT	\$		\$N/A	

GRANTEE CERTIFICATION

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

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

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.

PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*AGREEMENT AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

PROGRESS REPORT FORM

DEP Agreement No.:	S0424		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.			

(continued from page 1)

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

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

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

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0424 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT D

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

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

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

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

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

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

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

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

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

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement #1819	Solid Waste Management Trust Fund, Line Item #1819	2008-2009	37.074	Solid Waste Special Projects	\$100,000.00	140134
Total Award					\$100,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.flds.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.