OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 4, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 18(A)(3)

Resolution No. R-913-11

Subject: Resolution Ratifying the County Mayor's or County Mayor's Designee's Actions of Executing a State of Florida Grant Agreement Providing up to $4,304,237 to Miami-Dade County for Beach Erosion Control Activities for the Miami Beach Segment of the Miami-Dade Erosion Control Project

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Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution ratifying the County Mayor's or County Mayor's designee's execution of State of Florida Grant Agreement No. 11DA2 between the Florida Department of Environmental Protection (FDEP) and Miami-Dade County (Exhibit B). This agreement will provide up to $4,304,237 in State grant funds to Miami-Dade County for the State's cost share of beach erosion control activities for the Miami Beach Segment of the Miami-Dade Erosion Control Project.

Scope

This agreement will facilitate beach erosion control projects in Commissioner Barreiro's District 5.

Fiscal Impact/Funding Source

State of Florida Grant Agreement No. 11DA2 will allow Miami-Dade County to seek reimbursement of the State's cost share of up to $4,304,237 from the FDEP with a County matching share of up to $4,368,416 for beach erosion control activities. For such activities, the Building Better Communities General Obligation Bond (GOB) funds include $4,326,000 in FY10-11 and $3,380,000 in FY11-12 (proposed). For the federal portion of this work, the County will advance the State's and County's cost share to the US Army Corps of Engineers (Army Corps) from the GOB funds (allowed under Resolution No. R-638-11 for this work) and from a Department of Environmental Resources Management (DERM) Index Code. The County will then seek reimbursement for the State's cost share from FDEP. For the non-federal work, the County will pay the contractors from a DERM Index Code then will seek reimbursement from the GOB funds for the County's cost share and from the FDEP for the State's cost share.

Track Record/Monitor

This agreement will be monitored by the Water Management Division Chief in DERM.

Background

The FDEP administers a grants program which provides funding on an annual basis to local governments for the implementation of beach erosion control projects. Agreement No. 11DA2 will encumber State funds of $4,304,237 made up of annual appropriations of $4,176,391 from FY10-11 and $127,846 in FY11-12.

The State funds of $4,304,237 will be divided among three (3) scopes of work: Contract E Federal Nourishment conducted by the Army Corps ($3,548,545), Truck Haul Nourishment implemented locally on an as-needed basis ($500,000) and Physical Monitoring for periodic activities such as topographic surveys ($255,692). These scopes of work are described below and in the attached Exhibit A.

Contract E Federal Nourishment. As part of Miami-Dade County's federal shore protection project, the pending beach nourishment project will renourish three (3) critically eroded segments of Miami Beach located at 29th Street, 44th to 47th Streets, and 63rd to 70th Streets. The Army Corps will manage these activities and the costs will be shared by the Army Corps, the State FDEP and Miami-Dade County. DERM, on behalf of Miami-Dade County, is the designated local sponsor and will assist

the Army Corps with local project coordination and conduct environmental monitoring during and after the beach renourishment project.

Agreement No. 11DA2 will provide up to $3,548,545 in State funding for reimbursement of the State's share of the estimated federal project cost of $14,300,000 (Exhibit A, Task 3.2). The Army Corps will contribute 50% ($7,150,000) and the remaining 50% ($7,150,000) will be divided between the State (49.63%, up to $3,548,545) and Miami-Dade County (50.37%, up to $3,601,455). The State's cost share is based on the available public access and parking for each area undergoing erosion control activities.

The Army Corps is scheduled to award the contract prior to September 30, 2011 and the construction should begin in late 2011.

On July 19, 2011, the Board approved Resolution No. R-638-11 (Exhibit C), which allowed the County to advance $2,535,514 to the Army Corps in order for the Army Corps to procure the federal contract to renourish the three (3) segments. Under Agreement No. 11DA2, the County will seek reimbursement for the State's 49.63% cost share amount of $1,258,376. Resolution No. R-638-11 further states that if the State does not reimburse the County by September 30, 2011, the $1,258,376 would be paid from GOB Series 2011A bond funds.

Truck Haul Nourishment implemented locally on an as-needed basis. Agreement No. 11DA2 will provide up to $500,000 in State funding for reimbursement of the State's share of smaller, locally administered, non-federal beach erosion control projects conducted by the County on an as-needed basis. The County's share of $507,455 will be paid from currently available County GOB funds (Exhibit A, Task 3.1).

Physical Monitoring for periodic activities. Agreement No. 11DA2 will provide up to $255,692 in State funding for reimbursement of the State's share of required monitoring activities. The County's share of $259,506 will be paid from currently available County GOB funds (Exhibit A, Tasks 4.1 and 4.2).

It was necessary to execute this agreement prior to Board approval and then request subsequent ratification by the Board to facilitate timely reimbursement from the State prior to September 30, 2011.

Jack Osterholt, Deputy Mayor

EXHIBIT A

DEP AGREEMENT No: 11DA2
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND COASTAL SYSTEMS
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
MIAMI BEACH SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
3.0	**Construction**				
3.1	Truck Haul Nourishment		$500,000	$507,455	$1,007,455
3.2	Contract E-Federal Nourishment	$7,150,000	$3,548,545	$3,601,455	$14,300,000
4.0	**Monitoring**				
4.1	Truck Haul Physical Monitoring		$168,344	$170,854	$339,198
4.2	Contract E Physical Monitoring		$87,348	$88,652	$176,000
	TOTAL PROJECT COSTS	**$7,150,000**	**$4,304,237**	**$4,368,416**	**$15,822,653**

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: October 4, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 18(A)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 18(A)(3)

10-4-11

RESOLUTION NO. R-913-11

RESOLUTION RATIFYING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S ACTIONS OF EXECUTING A STATE OF FLORIDA GRANT AGREEMENT PROVIDING UP TO $4,304,237 TO MIAMI-DADE COUNTY FOR BEACH EROSION CONTROL ACTIVITIES IN MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA WITH MATCHING FUNDS TO BE PROVIDED FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Board has adopted Resolution No. R-613-11, authorizing the County Mayor or County Mayor's designee to administer County business during the Board of County Commissioners' 2011 summer recess as provided therein, and has directed that all actions taken pursuant to such authority be submitted to this Board for ratification at its October 4, 2011 meeting,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor's or County Mayor's designee's actions of executing a State of Florida Grant Agreement between the Florida Department of Environmental Protection and Miami-Dade County designated as Agreement Numbered 11DA2 providing up to $4,304,237 to Miami-Dade County for Beach Erosion Control Activities for the Miami Beach Segment of the Miami-Dade Erosion Control Project, in substantially the form attached hereto and made part hereof; authorizes the County Mayor or County Mayor's designee to execute amendments to this agreement for time extension and to accept additional funds that may become available for this agreement; and authorizes the County Mayor or County Mayor's designee to exercise the provisions contained therein.

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The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**absent**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**absent**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of October, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(8)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 19, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution waiving Building Better Communities General Obligation Bond Program's Administrative Rules for purpose of disbursing bond funds in amount of $1,277,138.00 as Local Government match to US Army Corps of Engineers relating to BBC GOB Project No. 52- "Beach Erosion Mitigation and Renourishment Project"

Resolution No. R-638-11

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(8)
7-19-11

RESOLUTION NO. R-638-11

RESOLUTION WAIVING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM'S ADMINISTRATIVE RULES FOR PURPOSE OF DISBURSING BOND FUNDS IN THE AMOUNT OF $1,277,138 AS LOCAL GOVERNMENT MATCH TO U.S. ARMY CORPS OF ENGINEERS RELATING TO BBC GOB PROJECT NO. 52 - "BEACH EROSION MITIGATION AND RENOURISHMENT PROJECT"; AUTHORIZING USE OF COUNTY FUNDS IN THE AMOUNT OF $1,258,376 PENDING STATE REIMBURSEMENT OF SAME OR REIMBURSEMENT WITH BBC GOB BOND FUNDS; AND AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE FOREGOING

WHEREAS, Miami-Dade County (the "County") serves as the local sponsor for the federal Miami-Dade County Beach Erosion Control and Hurricane Surge Protection Project which extends from Government Cut through Sunny Isles Beach; and

WHEREAS, under the terms of the Local Cooperation Agreement between the County and the US Army Corps of Engineers ("Corps") for this project, the County is responsible for providing local coordination of beach nourishment activities conducted by the Corps, including providing the non-federal funds needed to implement projects; and

WHEREAS, the Corps is currently initiating the federal Contract E Project with an estimated total cost of $14.3 million to renourish three critically eroded segments of Miami Beach; and

WHEREAS, the federal Contract E Project was originally intended to commence construction at the end of calendar year 2011 but on July 14, 2011, the Corps notified the County that the non-federal match of the project cost must be immediately advanced to the Corps in order

WHEREAS, State funding was approved for this project by the 2011 State Legislature but the State funds are not yet available and the funding contract with the State of Florida for this project is currently being drafted by the State and should be provided to the County soon; and

WHEREAS, therefore, the County needs to use County funds in the amount of $1,258,376 to be funded from DERM Index Code: DE387167, Sub object 22430 Proprietary Funds in place of State funds until the County can be reimbursed under the State funding contract; and

WHEREAS, if the State reimbursement of the County funds in the amount of $1,258,376 is not received by September 30, 2011, the County funds for this capital project may be reimbursed from the BBC GOB Series 2011A Project No. 52 bond funds,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. The Board hereby (i) waives the BBC GOB Program's Administrative Rules in order to disburse BBC GOB Series 2011A bond funds in the amount of $1,277,138 from BBC GOB Project No. 52 – "Beach Erosion Mitigation and Renourishment Project" to the Corps for the Contract E Project for beach renourishments in Miami-Dade County (the "Project"), (ii) authorizes the use of $1,258,376 of the County's Department of Environmental Resources Proprietary Funds to be disbursed to the Corps for the Project in advance of a reimbursement from the State of Florida in the same amount, and (iii) if the State of Florida does not provide the reimbursement to the County on or before September 30, 2011, then this Board authorizes such funds to be reimbursed by BBC GOB Series 2011A bond funds allocated to Project No. 52.

DEP AGREEMENT No: 11DA2
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND COASTAL SYSTEMS
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
MIAMI BEACH SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and MIAMI-DADE COUNTY, whose address is 701 N.W., 1st Court, 5th Floor, Miami, Florida 33136, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Section 161.091 - Section 161.161, Florida Statutes, provides financial assistance to eligible governmental entities for beach erosion control activities under the Florida Beach Management Funding Assistance Program; and,

WHEREAS, pursuant to 62B-36.005(1)(d), Florida Administrative Code, the LOCAL SPONSOR has resolved to support, serve as local sponsor, has the ability to perform the tasks associated with, and has demonstrated a financial commitment to the beach erosion control project as described herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the MIAMI BEACH SEGMENT, MIAMI-DADE EROSION CONROL PROJECT, (hereafter referred to as the PROJECT), as defined in Attachment A, Grant Work Plan, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" are used interchangeably, and the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.

2. This Agreement shall begin on the last date executed and end on September 30, 2013. Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the Department beginning on or after April 1, 2009, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the Department. If work identified in the approved Grant Work Plan is completed prior to time allowed in this Agreement, this Agreement may be terminated by formal amendment.

3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.

4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.

6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of the federal nourishment of segments of critically eroded Atlantic shoreline from R37.7 - R53.7 - R55.5 and R60 – R61.1. This project is being constructed by the U. S. Army Corps of Engineers as Contract E. This project also includes truck haul hot spot nourishment to be conducted on an "as needed" basis and any associated permit-required monitoring for the entire Miami Beach Segment (R36 –R74). The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.

7. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT task, as specified in Table 1 below. It is understood and agreed that the detailed Scope of Work shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Approval of the Scope of Work for each task will be in the form of an approved amendment to this Agreement. The DEPARTMENT may require at least ten percent (10%) of the total cost share for a specified task be forfeited for failure to obtain prior approval, through an executed amendment, from the DEPARTMENT for a specified task.

8. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
3.0	**Construction**				
3.1	Truck Haul Nourishment		$500,000	$507,455	$1,007,455
3.2	Contract E-Federal Nourishment	$7,150,000	$3,548,545	$3,601,455	$14,300,000
4.0	**Monitoring**				
4.1	Truck Haul Physical Monitoring		$168,344	$170,854	$339,198
4.2	Contract E Physical Monitoring		$87,348	$88,652	$176,000
	TOTAL PROJECT COSTS	**$7,150,000**	**$4,304,237**	**$4,368,416**	**$15,822,653**

Prior written approval from the DEPARTMENT'S Project Manager shall be required for changes within approved deliverable budget categories up to 10% of the total deliverable budget amount. The DEPARTMENT'S Grant Manager will transmit a copy of the written approval and revised budget to the DEPARTMENT Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal change order to the Agreement.

9. The DEPARTMENT has determined that 99.26 percent of the PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of $4,304,237 for this PROJECT or up to 49.63 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT.

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10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible project tasks that exceed the estimated project costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.

11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.

12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in Attachment B, Funding Eligibility, attached hereto and incorporated herein by reference, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces where maintenance is discontinued. All parking must be clearly signed or otherwise designated as public beach access parking.

13. In accordance with Section 216.181(16)(b), Florida Statutes, the DEPARTMENT, upon written request from the LOCAL SPONSOR, including justification for said request, and written approval from the State Chief Financial Officer, may provide an advance payment to the LOCAL SPONSOR. In addition to the written request for advance payment, the LOCAL SPONSOR shall also complete and submit the applicable portions of Attachment C, Advance Payment Justification Form, attached hereto and made a part hereof. Consideration for advance payment is at the discretion of the DEPARTMENT, and shall be limited to eligible project construction costs identified in Table 1. The LOCAL SPONSOR's expenditures shall draw proportionally upon both the LOCAL SPONSOR's funds and the DEPARTMENT's advanced funds in accordance with the cost share ratios established pursuant to this Agreement.

If advance payment is authorized, the LOCAL SPONSOR shall temporarily invest the advanced funds in an interest bearing account. The LOCAL SPONSOR shall be responsible to the DEPARTMENT for a quarterly accounting of such funds on the dates identified in paragraph fourteen (14). Interest income shall be documented by the LOCAL SPONSOR's submission of a current statement of account from the financial institution or agent where such funds are invested. Interest income shall be returned to the DEPARTMENT, within thirty (30) days following each quarter as set forth under this Agreement.

Attachment D, Advance Payment – Interest Earned Memorandum, attached hereto and made a part hereof, is provided as a sample of the document generated internally each calendar quarter by the DEPARTMENT's Bureau of Finance and Accounting for agreements that authorized an advance payment. The DEPARTMENT's Grant Program Administrator shall forward such memorandum to the LOCAL SPONSOR's Project Manager, who shall be responsible for completion of the applicable interest statement details and submission to the DEPARTMENT each quarter. This responsibility shall continue as long as advanced funds remain with the LOCAL SPONSOR, or until construction is completed and a final accounting on the advanced funds is completed and the unused funds and interest due the DEPARTMENT are returned to the DEPARTMENT. Unused funds, and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, shall be returned to the DEPARTMENT within sixty (60) days of the completion of the construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.

The parties hereto acknowledge that the State Chief Financial Officer may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the State Chief Financial Officer, the LOCAL SPONSOR shall be notified, in writing, by the DEPARTMENT's Grant Program Administrator regarding the additional requirements. Prior to releasing any funds, the LOCAL SPONSOR shall be required to provide a written acknowledgement to the DEPARTMENT's Grant Program Administrator of the LOCAL SPONSOR's acceptance of the terms imposed by the State Chief Financial Officer for release of funds.

14. In consideration for the satisfactory completion of the eligible work, identified in Attachment A and approved by the DEPARTMENT, performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with Attachment C, Contract Payment Requirements, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as Attachment D, Request For Payment, PARTS I – III, attached hereto and made a part hereof. These forms are to be submitted upon completion of the deliverables. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met. In cases where no reimbursement is sought for a given quarter, all applicable portions of Part III of Attachment D, Project Progress Report must still be completed and submitted.

15. The DEPARTMENT's Bureau of Beaches and Coastal Systems shall have thirty (30) days after receipt of each request for reimbursement to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for reimbursement that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and the clock will not resume until such information is received as requested by the DEPARTMENT. Upon approval of the reimbursement request, the DEPARTMENT shall disburse the funds due to the LOCAL SPONSOR less ten (10) percent, which shall be retained on account. The cumulative amount retained for each eligible Task Scope of Work shall be disbursed to the LOCAL SPONSOR upon notification to the DEPARTMENT with an executed notice of completion Attachment E and after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement, all applicable DEPARTMENT permits and the applicable scope of work for said task. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to this Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, the LOCAL SPONSOR must provide the information described in this paragraph within thirty (30) days of such request. If applicable, the LOCAL SPONSOR 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.

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16. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT'S Project Manager on a quarterly basis, Attachment D, Part III, Project Progress Report, as updates to the project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period in which the project is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Schedules may be required to be submitted electronically in an .MPP or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.

17. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as Attachment E, Project Completion Certification. A final PROJECT certification inspection shall be made by the DEPARMENT within sixty (60) days after the PROJECT is certified complete by the LOCAL SPONSOR.

18. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.

19. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

20. The LOCAL SPONSOR'S Project Manager for all matters is Brian Flynn, Phone: 305/372-6850. The DEPARTMENT'S Project Manager for all technical matters is J. Alexis Reed, Phone: 850/922-7857 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: 850/922-7711. The LOCAL SPONSOR will be notified in writing of any changes to the DEPARTMENT'S Project Manager information. All matters shall be directed to the appropriate persons for action or disposition.

21. 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.

22. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.

23. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.

24. Any and all notices shall be delivered to the parties at the following addresses:

LOCAL SPONSOR	DEPARTMENT
Brian Flynn Miami-Dade DERM 701 N.W. 1st Court, 5th Floor Miami, Florida 33136 305/372-6850 FlynnB@miamidade.gov	ı VanLandingham, Grants Program Administrator Department of Environmental Protection Bureau of Beaches and Coastal Systems 3900 Commonwealth Blvd., MS 300 Tallahassee, Florida 32399-3000 (850) 922-7711 Dena.vanlandingham@dep.state.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

25. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR 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)(a), Florida Statutes.

26. The LOCAL SPONSOR 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 LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

27. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in Attachment F (Special Audit Requirements), attached hereto and made a part hereof. Exhibit 1 to Attachment F summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment F. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the Department's Grant Program Administrator at 850/922-7711, to request a copy of the updated information.

B. The LOCAL SPONSOR 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 LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in Attachment F, Exhibit 1 when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR 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 LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the LOCAL SPONSOR agrees to complete and submit the Attachment G, Certification of Applicability to Single Audit Act Reporting, attached hereto and made a part hereof, within four (4) months following the end of the LOCAL SPONSOR'S fiscal year. Attachment G should be submitted to the DEPARTMENT's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

28. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.

29. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

32. To the extent required by law, the LOCAL SPONSOR 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. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

33. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

34. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

35. 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 maintained by the Florida Department of Management Services 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. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

36. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

B. 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 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.

37. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed scope of work.

38. The LOCAL SPONSOR 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 LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR. The DEPARTMENT shall have no liability except as specifically provided in this Agreement.

39. The purchase of non-expendable equipment costing $1,000 or more is not authorized under the terms and conditions of this Agreement.

40. The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the Project Manager information or task timelines within the current authorized Agreement period. 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 LOCAL SPONSOR'S cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a change in Project Manager, modification of deliverable due dates when such change does not involve an extension, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in cost or an extension of the performance period of this Agreement.

41. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.

42. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.

43. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

44. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

MIAMI-DADE COUNTY

By: _____
Title: County Manager

Date: _____

FEID No. 59-600573

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

Dena Vanhandingh
Department of Environmental Protection
Grant Program Administrator

APPROVED as to form and legality:

_____
Department of Environmental Protection
Attorney

for form and legal sufficiency
ASN
_____
Grantee's Attorney
(if necessary)

*If someone other than the County Manager signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 pages)
Attachment	B	Funding Eligibility (1 page)
Attachment	C	Advanced Payment Justification Form (3 pages)
Attachment	D	Advanced Payment – Interest Earned Memorandum Sample (1 page)
Attachment	E	Contract Payment Requirements (1 page)
Attachment	F	Request For Payment, Parts I - III (3 pages)
Attachment	G	Project Completion Certification (1 page)
Attachment	H	Special Audit Requirements (5 pages)
Attachment	I	Certification of Applicability to Single Audit Act Reporting (3 Pages)

ATTACHMENT A
GRANT WORK PLAN

Project Title: Miami Beach Segment, Miami-Dade Erosion Control Project

Project Location: Between DEP Monuments R36 - R48+480 ft. along the Atlantic Shoreline of Miami-Dade County.

Project Background: Multi-phase construction along the 7.6 mile Miami Beach Segment of the federal Miami-Dade Beach Erosion Control Project. The federal nourishment (Contract E) includes the one-time nourishment of approximately 1.65 miles of North Miami Beach shoreline between DEP reference monuments R-37.7 and R-46.2 using an offshore borrow area and the one-time nourishment of two segments of shoreline from DEP monuments R-53.7 to R-55.5 (44th Street) and from R-60 to R-61.1 (27th Street) using sand from an accretional portion of Lummus Park beach (R-64 to R-71). The project also consists of truck haul hot spot nourishment to be conducted on an "as needed" basis and any associated permit-required monitoring for the entire 7.6 mile stretch of the Miami Beach Segment (R36-R74).

The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, for all applicable DEPARTMENT permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the DEPARTMENT'S Regional Coastal Monitoring Data Plan and Geographic Information Systems Data Plan, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. These plans may be found at http://www.dep.state.fl.us/beaches/. Three (3) originals and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.

Project Description:

The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.

Total Budget by Task and Deliverables: Attached schedule

3.0 Construction

Work performed and costs associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

Performance Standard: Work products (Deliverables) must meet acceptance standards of the engineer, building code inspector, Joint Coastal Permit, or a combination of these, as required, to assure all project-related construction is completed to desired specifications.

3.1 Construction of Truck Haul Nourishment for Erosional Hot Spots

The local sponsor conducts interim erosional hot spot nourishment along the Miami Beach Segment of the federal Miami-Dade County Erosion Control Project, on an "as needed" basis, in order to extend the life of the federal project and to protect any threatened upland structures. The local sponsor identifies hotspot formation through their annual monitoring program and routine project inspections.

When a hot spot is identified, the local sponsor will develop a Scope of Work with their General Contractor and submit the Scope of Work to the Project Management Section of the Bureau of Beaches and Coastal Systems for review and approval. The Scope of Work will contain a full description of the work to be performed, location of the sand placement, estimated volumes of fill material required, estimated budget, and construction schedule with completion date. The Local Sponsor must receive written approval of the Scope of Work via email from the Department Project Manager prior to initiating construction activities. If additional material is required to complete the nourishment, written approval from the Project Manager will be required to allow for reimbursement for additional material required.

All activities will be conducted according to the Joint Coastal Permit 0233882-004-JM, including the authorized berm fill templates and authorized upland or stock piled sand sources. At least forty-eight (48) hours prior to commencement of activity authorized by the permit, the local Sponsor shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.

Upon completion of the truck haul nourishment, the local sponsor will submit an invoice for reimbursement which contains all truck weight tickets indicating the actual amount of material purchased and used in the construction. General Services for placement and berm contouring activities have been included in the price of the fill material. Reimbursement is also authorized for an immediate post-construction survey to be performed by the Local Sponsor's surveying contractor, in order to quantify and verify sand placed in the permitted template. First year funds may also be used to reimburse charges for permit-required QA/QC sand sampling to confirm sand quality. Contracted funds may be used for successive events until funds are exhausted.

Deliverable A: Pay surveys for each completed construction event.
Total Cost $1,007,455 (DEP cost $500,000).
Due Date: As needed while funds remain or until contract expiration on September 30, 2013.

3.2 Construction of the federal nourishment (Contract E)

The local sponsor has contracted with the U.S. Army Corps of Engineers (USACE) to conduct a nourishment of the federal Miami-Dade County Erosion Control Project. The project was originally constructed as the Dade County Beach Sustainability Project along northern Miami Beach under Joint Coastal Permit 0080982-001-JC. This project involved nourishment of approximately 1.65 miles between FDEP reference monuments R37+7500 and R46+250, using sand that was selected pursuant to the approved sand specifications listed in the criteria of Section 62B-41.007(2)(j), F.A.C.

The proposed project will continue under a permit modification to the original permit, which is currently being processed. This modification (JCP 0295427-001-JC) would extend the permit expiration date from 3/14/10 to 9/22/11. The modification would also include borrow area SGC-Ext (South) located offshore and southeast of the placement area, outside of State waters. The current permit only includes upland borrow sources. The limits of the placement area would remain the same as currently permitted (R37+500 and R46+250). The pipeline corridor and operational box would remain the same as currently permitted.

The beach fill template consists of a 205-foot wide berm, which begins from the Erosion Control Line (ECL), has an elevation of 9 feet above the MLW (with a tolerance of +/ – 0.5 feet), and has a foreshore slope of 1 foot (vertical) on 15 feet (horizontal). The total construction volume is approximately 600,000 cubic yards over 8700 feet of beach, or approximately 69 cubic yards per foot of beach length. Advance payment of the non-federal cost share for construction will be requested in a letter from the USACE.

Deliverable A: Construction of the federal nourishment (Contract E) for the Miami Beach Segment of the Miami-Dade County Erosion Control Project nourishment, as verified by the permit-required, immediate post-construction surveys.

Total non-federal cost: $7,150,000 (DEP cost $3,548,545).

Due Date June 30, 2012.

4.0 Monitoring

A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the project area and with the Department's Regional Coastal Monitoring Program.

Performance standard: All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

4.1 Truck Haul Post-construction Monitoring

Physical monitoring will be conducted for the truck haul in the Miami Beach Segment of the Miami- Dade County Erosion Control Project. Physical Monitoring will include all intermediate hydrographic and topographic surveys as required by the approved monitoring plan.

Prior to each annual monitoring event, the local sponsor will develop a Scope of Work with their General Contractor and submit the Scope of Work to the Project Management Section of the Bureau of Beaches and Coastal Systems for review and approval. The Scope of Work will contain a full description of the work to be performed, location of the surveys, estimated budget, and schedule with completion date. The Local Sponsor must receive written approval of the Scope of Work via email from the Department Project Manager prior to initiating monitoring activities.

Post-construction survey activities will be conducted in accordance with Condition 2 (Physical Monitoring) of the DERM/ DEP agreement executed in association with the Contract E beach nourishment project implemented by the Army Corps of Engineers (Permit No. 0295427-001-JC). The survey will include two placement areas, and one excavation area in Miami Beach.

Placement/ Excavation Area Limits		Survey Area Limits
Placement Areas:	R37.7- R46.2	R32- R50
	R53.7- R55.5	R50-R58
Excavation Area:	R64- R71	R62- R74

Survey profile lines shall be established at each R monument with intermediate profiles established approximately half way between monuments for a total of 77 profile lines ($800 per line). Surveys (and deliverables) shall be conducted in accordance with the Department of Environmental Protection's "Monitoring Standards for Beach Erosion Control Projects, Sections 01000 (Part II.A.10), and 01100 (Part II.A.7.C) .

Deliverable A: Truck Haul Year 2 Profile Surveys: Signed and sealed surveys from a licensed land surveyor delivered in hard copy and digital format.
Total Cost $69,600 (DEP cost $34,542).
Due Date June 30, 2012.

Deliverable B: Truck Haul Year 2 Monitoring Report: Two hard copies and one digital copy (dvd) of the Physical Monitoring Report and all supporting data used to evaluate project performance since construction.
Total Cost $100,000 (DEP cost $49,630).
Due Date June 30, 2012.

Deliverable C: Truck Haul Year 3 Profile Surveys: Signed and sealed surveys from a licensed land surveyor delivered in hard copy and digital format.
Total Cost $69,600 (DEP cost $34,542).
Due Date June 30, 2013.

Deliverable D: Truck Haul Year 3 Monitoring Report: Two hard copies and one digital copy (dvd) of the Physical Monitoring Report and all supporting data used to evaluate project performance since construction.
Total Cost $100,000 (DEP cost $49,630).
Due Date June 30, 2013.

4.2 Contract E Specific Monitoring Requirements

Beach and Offshore Surveys: Topographic and bathymetric profile surveys of the beach and offshore shall be conducted annually for a period of three (3) years and then biennially until the next beach nourishment event or the expiration of the project design life, whichever occurs first. The annual and biennial monitoring surveys shall be conducted during a late spring or summer month and repeated as close as practicable during that same month of the year. All work activities and deliverables shall be conducted in accordance with the latest update of the Bureau of Beaches and Coastal Systems (BBCS) *Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100.* This document is available on the Publication/Technical Reports page of the DEP-BBCS website.

Deliverable A: Contract E Year 1 Profile Surveys: Signed and sealed surveys from a licensed land surveyor delivered in hard copy and digital format.
Total Cost $88,000 (DEP cost $43,674).
Due Date June 30, 2012.

Deliverable B: Contract E Year 2 Profile Surveys: Signed and sealed surveys from a licensed land surveyor delivered in hard copy and digital format.
Total Cost $88,000 (DEP cost $43,674).
Due Date June 30, 2013.

All Tasks are Contractual Services.

ATTACHMENT B

FUNDING ELIGIBILITY

MIAMI BEACH SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

Project Boundary: R36 to 480' SOUTH OF R74
Approximate Shoreline Length: 40,220 feet

Location/Name	R- Mon	Type of Access	Width of Access/ Frontage (feet)	Total units or parking spaces	No. Public	Eligible shoreline (feet)
North Shore Open Space Park	R36-R39	Primary	2720	100+	100	5360
North Shore Park	R39+5-R40	Primary	475	100+	100	1905
65th Street Park	R45	Primary	365	100+	100	4390
53th Street Park	R51	Primary	270	100+	100	5550
46th Street Park	R54	Primary	600	100+	100	3880
34th Street Park	R58+200	Secondary	70	100+	70	928
29th Street Park	R60	Secondary	50	100+	100	1577
26th Street Park	R61	Secondary	50	100+	100	1706
22nd Street Park	R63	Primary	465	100+	100	3750
Lummus Park	R67-R71	Primary	4375	100+	100	8069
2nd Street Park	R72	Primary	510	100+	100	2805

Areas determined to be publicly accessible	**Eligible length**
R-36 to 250 feet north of R-48	12,275 feet
50 feet south of R-48 to 480 feet south of R-74	27,645 feet

Total eligible shoreline length: 39,920 feet
Total project shoreline length: 40,220 feet
Percent eligible for State funding: 99.26%

ATTACHMENT C
ADVANCE PAYMENT JUSTIFICATON FORM

Use of this form is not required unless the advance requested requires the prior approval of the State Chief Financial Officer. For advance requests that are equal to or less than the purchasing threshold of $35,000.00 , category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under Section 215.422(14), Florida Statutes which allows the advance to be made without prior approval of the State Chief Financial Officer.

Name/Address of the Vendor/Recipient:				
Contact Person/Phone No.:				
Agreement No./Purchase Order No. (if known):				
Commodities/Services/Project Description:				
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)				
Value of Purchase or Grant:				
Advance Payment Amount Requested:				
Period Advance Payment to Cover:	☐ 90 days startup ☐ Quarterly	☐ Full Contract Period ☐ Other (specify):		
Indicate Statutory Authority:	☐ 215.422, F.S		☐ 216.181, F.S.	
GAA Year and Line Item Info:	SFY:		Line Item:	

1. Reason advance payment is required:

2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.

A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing at 850/410-4194 or SunCom 210-4194 regarding the current Treasury earnings rate.

B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:

C. Identify the procurement method used to select the vendor.

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting
Receipts Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

C. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries				
(identify personnel/titles)				
Fringe Benefits				
Contractual Services				
(list services and estimated costs)				
Equipment				
(identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
Total:				

Certification Statement

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

By: _____ _____

Type Name of Signatory: Date

Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

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

By:_____ _____

Type Name of Signatory: Date

Title: Bureau: Division:

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

Bureau of Finance & Accounting Use Only

ATTACHMENT D

ADVANCE PAYMENT – INTEREST EARNED MEMORANDUM

"SAMPLE DOCUMENT"

TO: Dena VanLandingham, Bureau of Beaches and Coastal Systems, MS#300

FROM: Linda Scott, Finance and Accounting Director, Bureau of Finance and Accounting, MS#78

DATE:

SUBJECT: Advance Payment – DEP Agreement No.: XXXX
BECP Project No.: XXXX
Interest Due to DEP: (Quarterly)

Pursuant to Section 216.181(16)(b), Florida Statutes, and paragraph 11 of the AGREEMENT, advance payments must be deposited into an interest bearing account until all funds have been depleted. In order to comply with this statute, advance approval of the State Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records **no later twenty (20) days following each calendar quarter (i.e. January 20, April 20, July 20, and October 20.)**

	Advance funding disbursed (*date of disbursement*)	$_____
1.	Advanced funds expended by contractor covering period of (*agreement execution*) **to** (*end of most recent calendar qtr*)	$_____
2.	Balance advance funding principal available	$_____
3.	Interest earned on advanced funds covering period of (*agreement execution*) **to** (*end of most recent calendar qtr*)	$_____
4.	Amount of interest paid to DEP as of (*end of most recent calendar qtr*)	$_____
5.	Balance Due to DEP as of (*end of most recent calendar qtr*)	$_____

_____
(Project Manager's Signature) (Date)

Special Instructions: If the grant/contract specifies that any accrued interest that is based upon a grant/contract advance payment(s) will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest.

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

The lines 1 and 2 reported amounts are on a cash basis for the advance payment principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.

ATTACHMENT E

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005)
Cost Reimbursement Contracts

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

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of Florida Accounting Information Resource (FLAIR) reports or other detailed reports.

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: http://www.fldfs.com/aadir/reference%5Fguide/.

ATTACHMENT F

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I

PAYMENT SUMMARY

Name of Project: MIAMI BEACH SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

LOCAL SPONSOR: MIAMI-DADE COUNTY DEP Agreement Number: 11DA2

Billing Number: _____ Billing Period: _____
Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
$_____	$_____	$_____	$_____

*if applicable

Cost Summary:

State Funds Obligated	$_____	Local Funds Obligated	$_____
Less Advance Pay	$_____	Less Advance Pay	$_____
Less Previous Payment	$_____	Less Previous Credits	$_____
Less Previous Retained	$_____		
Less This Payment	$_____	Less This Credit	$_____
Less This Retainage (10%)	$_____	Local Funds Remaining	$_____
State Funds Remaining	$_____		

Certification: I certify that this billing is correct and is based upon actual obligations of record by the LOCAL SPONSOR; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Bureau of Beaches and Coastal Systems approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

Name of Project Administrator	Signature of Project Administrator	Date
Name of Project Financial Officer	Signature of Project Financial Officer	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Name of Project:	Billing#	Billing Period:	DEP AGREEMENT NUMBER	Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)
Local Sponsor:				

Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item (2)	SOW/BID # (3)	Vendor Name	Check or Debit#	Total Amount Eligible for State Share (4)	Changes per BBCS Project Manager (5,6)	Changes per BBCS Accountant (5,6)	Approved Eligible Cost (5)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
							Totals for all items on page:				

Item #	Notes and Invoice adjustment explanations per item # (5)

Certification: I certify that the purchases noted above were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name/Signature of Project Administrator Date

Name/Signature of Project Financial Officer Date

Form Instructions:

(1) Local Sponsor: enter exact amount of check or debit.

(2) Local Sponsor: enter the subtask ID# from the Eligible Project Item table of the DEP Grant.

(3) Scopes of work and bids that have been approved for DEP cost share may be assigned a tracking identifier number. Local Sponsor: Insert this tracking number when applicable.

(4) Local Sponsor: insert only the amount of vender payment that is assumed to be eligible for DEP cost share.

(5) Local Sponsor: DEP Project Managers and accountants will make necessary corrections or adjustments within the terms of the agreement and in accordance with state rule.

(6) DEP staff: Enter the total amount of line item increase or decrease: If the adjustment is a decrease, preceed the amount with the "-" (minus) sign.

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

REQUEST FOR PAYMENT – PART III

PROJECT PROGRESS REPORT

Name of Project: MIAMI BEACH SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

LOCAL SPONSOR: MIAMI-DADE COUNTY DEP Agreement Number: 11DA2

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task No:	Eligible Project Item:
3.0	CONSTRUCTION
	_____
	_____
	_____
4.0	MONITORING
	_____
	_____
	_____

ATTACHMENT G

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

PROJECT COMPLETION CERTIFICATION

Name of Project: MIAMI BEACH SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

LOCAL SPONSOR: MIAMI-DADE COUNTY DEP Agreement Number: 11DA2

*I hereby certify that the above mentioned project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager	Signature of Project Manager	Date

ATTACHMENT H

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 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. 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 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 $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

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/fac/

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

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.

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	Ecosystem Management and Restoration Trust Fund, GAA Line Item # 1769A	2010-2011	37.003	Beach Management Funding Assistance Program	$4,176,391	140126
Original Agreement	General Revenue GAA Line Item Section 8-34	2011-2012	37.003	Beach Management Funding Assistance Program	$127,846	140126
				Total Award	$4,304,237	

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.fldfs.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.

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ATTACHMENT I
CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Local Sponsor's Name:

Local Sponsor Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:
$_____

Total Federal Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:
$_____

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Local Sponsor Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**
NOTE: THIS SHOULD BE THE LOCAL SPONSOR'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).
Total State Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:
NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:
NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.
Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us