



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: Mar. 1, 2016

February 15, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM:" line.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
March 1, 2016 BCC Meeting
Little Egypt Limited Septic to Sewer Conversion Amendment
No. 1 to State Financial Assistance Agreement No. LP4803H
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Engineering Division
407-254-9719**

Orange County was awarded \$350,000 in funding through the state legislative grant process to construct central sewer infrastructure in a portion of the "Little Egypt" area, located west of downtown Orlando and south of Old Winter Garden Road. The Board approved a grant agreement on December 16, 2014, authorizing use of the funding to construct a gravity sewer main along Ring Road, south of Old Winter Garden Road. The project is currently in the design phase.

Florida Department of Environmental Protection (FDEP) has proposed an amendment to the agreement to update the format of the agreement to FDEP's current template, and to modify intermediate deadlines within the grant agreement to provide more flexibility to both parties for the purpose of executing and invoicing the project. There is no change to the dollar amount or the September 30, 2017 final deadline for construction.

Orange County Attorney's Office staff has reviewed the agreement and finds it acceptable as to form. Orange County Utilities staff recommends approval.

Action Requested: Approval and execution of State Financial Assistance Agreement DEP Agreement No. LP4803H Orange County Amendment No. 1 between Florida Department of Environmental Protection and Orange County regarding the Little Egypt Limited Septic to Sewer Conversion Project.

District 6.

BCC Mtg. Date: Mar. 1, 2016

**STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP4803H
ORANGE COUNTY
AMENDMENT NO. 1**

THIS AGREEMENT as entered into on the 8th day of January, 2015, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ORANGE COUNTY (hereinafter referred to as the "Grantee") is hereby amended. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, the Grantee has requested a reallocation of the budget for the project; and

WHEREAS, the Grantee has requested revised task end dates not extending beyond the current authorized funding period; and

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 3. of the Agreement is hereby deleted in its entirety and replaced with the following:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$350,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A-1**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B-1, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference

Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A-1** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A-1**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

ii. Equipment – (Capital outlay costing \$1,000 or more) – The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee to the date repayment is made by the Grantee to the Department.

2. Section 4. of the Agreement is hereby deleted in its entirety and replaced with the following:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

3. Section 7. of the Agreement is hereby deleted in its entirety and replaced with the following:

Each Party 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. Further nothing shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

4. Section 8. of the Agreement is hereby deleted in its entirety and replaced with the following:

A. The Department may terminate this Agreement at any time if any warranty or representation made by the Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee 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 Grantee'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 upon execution of an amendment to this Agreement. 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 through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

5. Section 10. of the Agreement is hereby deleted in its entirety and replaced with: "Reserved."

6. Section 11. of the Agreement is hereby deleted in its entirety and replaced with the following:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

7. Section 15. of the Agreement is hereby deleted in its entirety and replaced with the following:

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise

available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

8. Section 17. of the Agreement is hereby deleted in its entirety and replaced with the following:

Any notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

9. Section 24. of the Agreement is hereby deleted in its entirety and replaced with the following:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Section 3). 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 Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Section 3), shall require formal Amendment to this Agreement.

10. Section 28. of the Agreement is hereby deleted in its entirety and replaced with: "Reserved."

11. Section 32. is added to the Agreement as follows:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- (1) The contractor's maintaining an office or place of business within a particular local jurisdiction;
- (2) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- (3) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

12. Section 33. is added to the Agreement as follows:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

13. Section 34. is added to the Agreement as follows:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. **Attachment A**, Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment A**, shall hereinafter refer to **Attachment A-1**, Revised Project Work Plan.

15. **Attachment B**, Disbursement Request Package, is hereby deleted in its entirety and replaced with **Attachment B-1**, Payment Request Summary Form, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment B**, shall hereinafter refer to **Attachment B-1**, Payment Request Summary Form.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement LP4803H to be executed on its behalf by the Secretary or Designee of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Department.

ORANGE COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *A. J. D'Amico*
County Administrator

By: *[Signature]*
Secretary or Designee

Date: 3.1.16

Date: 3/25/16

FEID No.: _____

Bryan Goff
Bryan Goff, DEP Grant Manager

Approved as to form and legality:

Carolin Ciarlariello, Esq. 10/14/2015
DEP Attorney



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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Revised Project Work Plan (4 Pages)
Attachment	B-1	Payment Request Summary Form (2 Pages)

**ATTACHMENT A-1
REVISED PROJECT WORK PLAN
ORANGE COUNTY
LP4803H**

<p>Project Title: Little Egypt Septic to Sewer Conversion Project</p>
<p>Project Location: The project area consists of the “Little Egypt” community which is located entirely within Orange County in the vicinity of Old Winter Garden Road and Ring Road.</p>
<p>Project Background: Little Egypt is an economically constrained community, west of downtown Orlando. The Little Egypt Septic to Sewer Conversion Project would construct wastewater collection infrastructure and provide hookups within a portion of Little Egypt served by Orange County Utilities (OCU).</p> <p>The Little Egypt community is situated within the Shingle Creek Watershed Basin, generally considered to be the northernmost headwaters of the Everglades watershed. Benefits for the area include elimination of environmental concerns related to septic system failures and subsequent decreases in nutrient loading and ground water and surface water contamination.</p>
<p>Project Description: This phase of the project will include a preliminary design, survey, final design and construction of central sewer infrastructure in the area along Ring Road, from Old Winter Garden Road to West South Street, and additional areas in the immediate OCU service area as funds allow. The preliminary design will determine whether the area can be served by a gravity system or if a pressurized system will be required, and based on the results of the preliminary design, project components may include:</p> <ul style="list-style-type: none"> • Gravity sewer system design and construction; • Pump station(s) design and construction; • Pressure pipe from the pump station; • Related roadway repair; • Abandonment of septic tanks and connection to the gravity sewer system. <p>Task: Design and Construct a Central Wastewater System</p> <p>Task Description: Activities will include:</p> <ul style="list-style-type: none"> • Professional engineering services to include preliminary and final design (including survey); permit assistance; bidding services; and construction administration services. • Construction of the project shall be in accordance with the final design and approved permits to include the wastewater components described above. • The preparation of an activity package, as described below <p>Deliverables:</p> <ul style="list-style-type: none"> • Final design documents • An activity package for task work completed must include: <ul style="list-style-type: none"> (1) An itemized summary of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; the name of the person/entity

providing the service or performing the work; and proof of payment of the invoices; and

- (2) A certification signed by the Grantee's Grant Manager (Exhibit 1) as to the current cost of the project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the project; and
- (3) A certification signed and sealed by the Engineer responsible for overseeing construction (Exhibit 2) stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the project, as described in the Grant Work Plan, in accordance with construction contract documents; that payment is in accordance with construction contract provisions; and that construction, up to the point of the request, is in compliance with the contract documents; and identifying all additions or deletions to the project which have altered the project's performance standards, scope, or purpose since the issuance of the Department construction permit.

Payment Schedule: Reimbursement for invoiced costs will be no more than once a month

Timeline for completion: Start Date: July 1, 2014; End Date: December 31, 2017

Budget Information: Contractual Services - \$350,000

Performance Standard: The Department's Grant Manager will review the activity package to verify that work is being performed in accordance with the construction contract documents and specifications in this task description and to ensure all backup material is submitted and supports the request.

Total Budget: Funds not used for Engineering may be used for Construction without amending the Agreement. It is understood that any additional funds above \$350,000 for the completion of this project are the responsibility of the Grantee.

Tasks	DEP Funding	Task End Date
Contractual Services to include:		
Engineering Services	\$58,768.12	December 31, 2017
Construction	\$291,231.88	December 31, 2017
Total:	\$350,000.00	

Exhibit 1
Grant Manager's Certification of Payment Request

I, _____ ,
(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____ , do hereby certify that:
(Print name of Grantee/Recipient)

1. The disbursement amount requested is for allowable costs for the project described in Attachment A-1 of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
and
4. All permits and approvals required for the construction which is underway have been obtained.

Grantee's Grant Manager's Signature

Date

Exhibit 2
Engineer's Certification of Payment Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)

project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
4. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
5. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issuance of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Professional Engineer's Signature

Date

Firm or Affiliation

P.E. Number

Engineer's Seal below:

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____
Mailing Address: _____

Grantee's Grant Manager: _____
Payment Request No.: _____

DEP Agreement No.: LP4803H
Date Of Request: _____

Performance Period: _____

Task/Deliverable Amount Requested: \$ _____

Task/Deliverable No.: _____

GRANT EXPENDITURES SUMMARY SECTION

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

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Fringe Benefits	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Travel (if authorized)	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Subcontracting:			\$ N/A	\$ N/A
Contractual	\$	\$	\$ N/A	\$ N/A
Equipment Purchases	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Supplies/Other Expenses	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Land	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Indirect	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTAL AMOUNT	\$	\$	\$ N/A	\$ N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$ N/A	
Less Total Cumulative Payment Requests of:	\$		\$ N/A	
TOTAL REMAINING IN TASK	\$		\$ N/A	

GRANTEE CERTIFICATION

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

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

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

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

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

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

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

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

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

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

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

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

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

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

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

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

NOTES:

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

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

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

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

- (1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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 FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fdfs.com/aadir/reference_guide.htm