

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Manatee County Southwest WRF
 COUNTY: Manatee

MONITORING GROUP NUMBER: PRT-E
 MONITORING PERIOD From: _____ To: _____

PERMIT NUMBER: FLA012619

Parameter	Quantity of Loading	Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
			Report (An.Avg.)	Report (Max.)				
PCB-1248	Sample Measurement							
PARM Code 39500 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
PCB-1260	Sample Measurement							
PARM Code 39508 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
PCB-1016	Sample Measurement							
PARM Code 34671 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Toxaphene	Sample Measurement							
PARM Code 39400 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Antimony, Total Recoverable	Sample Measurement							
PARM Code 01266 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Arsenic, Total Recoverable	Sample Measurement							
PARM Code 00978 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Beryllium, Total Recoverable	Sample Measurement							
PARM Code 00998 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Cadmium, Total Recoverable	Sample Measurement							
PARM Code 01113 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Chromium, Total Recoverable	Sample Measurement							
PARM Code 01118 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Copper, Total Recoverable	Sample Measurement							
PARM Code 01119 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Manatee County Southwest WRF
 COUNTY: Manatee

MONITORING GROUP NUMBER: PRT-E
 MONITORING PERIOD From: _____ To: _____

PERMIT NUMBER: FLA012619

Parameter	Quantity or Loading	Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
			(An.Avg.)	(Max.)				
Lead, Total Recoverable	Sample Measurement							
PARM Code 01114 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Mercury, Total Recoverable	Sample Measurement							
PARM Code 71901 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	4 grabs/24 hr.period
Nickel, Total Recoverable	Sample Measurement							
PARM Code 01074 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Selenium, Total Recoverable	Sample Measurement							
PARM Code 00981 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Silver, Total Recoverable	Sample Measurement							
PARM Code 01079 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Thallium, Total Recoverable	Sample Measurement							
PARM Code 00982 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Zinc, Total Recoverable	Sample Measurement							
PARM Code 01094 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	24-hr. FPC
Cyanide, Total Recoverable	Sample Measurement							
PARM Code 78248 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	4 grabs/24 hr.period
Phenolic Compounds, Total Recoverable	Sample Measurement							
PARM Code 70029 Mon.Site No. PRT-E	Permit Requirement		Report (An.Avg.)	Report (Max.)	UG/L		Annually	4 grabs/24 hr.period
	Sample Measurement							
	Permit Requirement							

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Domestic Wastewater Section, MS 3540, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: Manatee County Utility Operations
 MAILING ADDRESS: 4410 - 66th Street West
 Bradenton, FL 34210
 Mike.Govx@mymanatee.org

PERMIT NUMBER: FLA012619

LIMIT: Final
 CLASS SIZE: N/A
 REPORT GROUP: Annually Domestic

FACILITY: Manatee County Southwest WRF
 LOCATION: 5101 - 65th Street West
 Bradenton, FL 34210

MONITORING GROUP NUMBER: PRT-R
 MONITORING GROUP DESC: Residuals Pretreatment

NO DISCHARGE FROM From: _____ To: _____
 MONITORING PERIOD

COUNTY: Manatee

Parameter	Quantity or Loading		Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
	Sample Measurement	Permit Requirement	Report (An.Avg.)	Report (Max.)				
Cadmium, Sludge, Tot. Dry Wt. (Cd)	Sample Measurement	Permit Requirement	Report (An.Avg.)	Report (Max.)	MG/KG		Annually	Composite
PARM Code 78476 + Mon.Site No. PRT-R								
Copper, Sludge, Tot. Dry Wt. (as Cu)	Sample Measurement	Permit Requirement	Report (An.Avg.)	Report (Max.)	MG/KG		Annually	Composite
PARM Code 78475 + Mon.Site No. PRT-R								
Lead, Dry Weight	Sample Measurement	Permit Requirement	Report (An.Avg.)	Report (Max.)	MG/KG		Annually	Composite
PARM Code 78468 + Mon.Site No. PRT-R								
Mercury, Dry Weight	Sample Measurement	Permit Requirement	Report (An.Avg.)	Report (Max.)	MG/KG		Annually	Composite
PARM Code 78471 + Mon.Site No. PRT-R								
Nickel, Dry Weight	Sample Measurement	Permit Requirement	Report (An.Avg.)	Report (Max.)	MG/KG		Annually	Composite
PARM Code 78469 + Mon.Site No. PRT-R								
Selenium Sludge Solid	Sample Measurement	Permit Requirement	Report (An.Avg.)	Report (Max.)	MG/KG		Annually	Composite
PARM Code 61518 + Mon.Site No. PRT-R								

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (YY/MM/DD)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Manatee County Southwest WRF
 COUNTY: Manatee

MONITORING GROUP NUMBER: PRT-R
 MONITORING PERIOD From: _____ To: _____

PERMIT NUMBER: FLA012619

Parameter	Quantity or Loading		Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
			Report (An. Avg.)	Report (Max.)				
Zinc, Dry Weight	Sample							
PARM Code 78467 + Mon. Site No. PRT-R	Measurement							
	Permit Requirement		Report (An. Avg.)	Report (Max.)	MG/KG		Annually	Composite
	Sample							
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24/95

STATE FINANCIAL ASSISTANCE AGREEMENT
MANATEE COUNTY
DEP AGREEMENT NO. LP41014

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1640C OF THE 2013-2014
GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and MANATEE COUNTY, whose address is 1022 26th Avenue East, Bradenton, Florida 34208 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the Wastewater Clarifier Retrofit – Southwest Water Reclamation Facility project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A (Project Work Plan)**, and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall be effective on July 1, 2013, and remain in effect until May 31, 2015, inclusive. If work identified in the approved Project Work Plan is completed prior to the end date shown in the first sentence of this paragraph, an amendment will be processed to close out the Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature within the effective period of this Agreement identified above.
3. A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$1,000,000 toward the total estimated project cost of \$8,400,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.

State of FL - Grant
Assist.

B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department 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 that exceed 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than August 31, 2015, to assure the availability of funds for payment. The Disbursement Request Package must include:

(1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person 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 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) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state 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 Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum

requirements set forth therein. The Disbursement Request Package Form in Attachment B shall be accompanied by supporting documentation and other requirements as follows:

(1) 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 of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, 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 overpayments resulting from use of these excessive multipliers to the Department within thirty (30) 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. 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 (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 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

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).

E. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. 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.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days after approval by the Department.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

10. 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 Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment G** summarizes the funding sources supporting the Agreement for purposes

of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 17 of this Agreement.

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

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

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

12. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(3)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

13. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

14. 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.

15. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

17. The Department's Grant Manager for this Agreement is identified below.

Dawn Walker
State Revolving Fund Management
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: (850) 245-8381
Fax: (850) 245-8411
Email: dawn.walker@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.

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

Jeff Goodwin
Manatee County Wastewater Division
Post Office Box 25010
Bradenton, Florida 34206
Phone: (941) 792-8811
Fax: (941) 795-3491
Email: jeff.goodwin@mymanatee.org

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

19. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide,

adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

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

21. The Grantee 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.

22. The reimbursement of non expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

23. The Department may at any time, by written order designated to be a change order, make any change in the Grant 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 Grantee's cost or time, shall require formal amendment to this Agreement.

24. 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, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

25. A. The accounting systems for all Grantees must ensure that funds awarded by this grant 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.

B. If the Department finds that these grant 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.

C. If 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.

26. Land acquisition is not authorized under the terms of this Agreement.

27. 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, but 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.

28. 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 this Agreement to be duly executed, the day and year last written below.

MANATEE COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Chairman*

By: _____
Program Administrator
State Revolving Fund

Date: _____

Date: _____

FEID No.: _____

Dawn Walker, DEP Grant Manager

Approved as to form and legality:

DEP Attorney

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Disbursement Request Package (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>G</u>	<u>Special Audit Requirements (5 Pages)</u>