

**ATTACHMENT A  
GRANT WORK PLAN  
MANATEE COUNTY  
LP41014**

**Project Title:** Manatee County -Wastewater Clarifier Retrofit - Southwest Water Reclamation Facility

**Project Location:** Manatee County

**Project Background:** Manatee County will implement an Advanced Activated Sludge process (Modified-Ludzak Ettinger or MLE) at their Southwest Water Reclamation Facility. The retrofit of two primary wastewater clarifiers at the Southwest Water Reclamation Facility will result in the removal of 180 tons of nitrogen/year that would otherwise be dispersed to the environment in reclaimed water use. The immediate benefit to both Sarasota Bay and Tampa Bay would be through improved water quality due to lower nitrogen inputs. Nitrogen concentrations will be reduced from more than 20 mg/L to less than 10 mg/L. In addition, as the Tampa Bay nitrogen allocation is set and capped, only through decreases in existing nitrogen loads will new growth be possible.

The Southwest Water Reclamation Facility Process Modifications for Nitrogen Removal Project is listed in the 2013 -2017 Manatee County Capital Improvement Program as approved by the Manatee County Board of County Commissioners September 13, 2012 for \$8.4M. Due to increases in construction costs and unanticipated changes in project scope, the cost of the project has increased to approximately \$11M.

**Project Description:** Manatee County will implement the retrofit of two primary wastewater clarifiers with an Advanced Activated Sludge process (Modified-Ludzak Ettinger or MLE) at their Southwest Water Reclamation Facility.

**Task 1.** Complete A/E drawings and obtain all permits (as of 6/1/2013 drawings are at 90%). Permit application to be submitted to FDEP 7/15/2013.

Task 1. 1.a. Deliverable: N/A

Timeline for completion: Final design 8/16/2013; FDEP Permit 10/3/2013

Budget information: Contractual CH2MHill. Services include completion of drawings, obtaining permits and overseeing construction. Paid for by MC.

Contractual: DEP \$0

Performance standards: Local funds will be used for this task. DEP Grant Manager may request documentation for review of completion of drawings and obtainment of permits.

**Task 2. Completion of bid and construction documents for bid process:**

2.a. Deliverable: N/A

Timeline for completion: 8/16/2013

Budget information:

Contractual: DEP \$0 Included in Consultant contract.

Performance Standards: Local funds will be used for this task. DEP Grant Manager may request documentation for review of bid documents and construction documents

**Task 3. Award construction contract:**

3.a Deliverable: N/A

Timeline for completion: 11/22/2013

Budget information:

Contractual: DEP \$0

Performance Standard: Local funds will be used for this task.

**Task 4. Construction**

4.a Deliverable: Copy of signed bid tabulation, performance bond, construction contract, monthly or periodic contractors schedule of value.

Timeline for completion: 5/31/2015

Budget information: Contractual: \$1,000,000.00

Performance Standard: The DEP Grant Manager will review the deliverables to ensure that the work is being performed.

**Total Budget by Task and Deliverables:** *The tasks and deliverables identified here should agree with the tasks and deliverables identified and described above. Identify the deliverables for the tasks as follows: 1a, 1b, etc. Do not list required progress reports and final reports as deliverables as they are required under all agreements and are not project specific.*

Tasks		DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	A/E and permits	–	\$501,608.00	Manatee County
2	Bid documents	–	\$15,562.00	Manatee County
3	Contract award	–	–	–
4	Construction	\$1,000,000.00	\$6,882,830.00	Manatee County
Total:		\$1,000,000.00	\$7,400,000.00	Manatee County
Project Total:		\$8,400,000.00		



**ATTACHMENT B**  
**Disbursement Request Package**  
**Legislative Projects (LP) Grants**

1. Grantee/Recipient MANATEE COUNTY
  2. Project Number LP41014 Date of Request \_\_\_\_\_
  3. Disbursement Request Number \_\_\_\_\_ Required Match % \_\_\_\_\_
  4. Type of Request: Partial  Final
  5. Federal Employer Identification Number \_\_\_\_\_
  6. Task/Deliverable No. \_\_\_\_\_
  7. Mail  EFT  Send Remittance to: \_\_\_\_\_
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**Disbursement Details**

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

1. Salaries
2. Fringe Benefits
3. Travel
4. Contractual Services
5. Equipment
6. Supplies/Other Expenses
7. Land
8. Indirect Charges
9. Total
10. Disbursements previously requested
11. Amount Requested for Disbursement (line 9 minus 10)

Amount this Request	Total Cumulative

**\*\* SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: \*\***

**Florida Department of Environmental Protection**  
**Bureau of Water Facilities Funding MS 3505**  
**2600 Blair Stone Road**  
**Tallahassee, Florida 32399-2400**

or email your request to:

**SRF\_Reporting@dep.state.fl.us**

**Grant Manager's Certification**  
of Disbursement Request

I, \_\_\_\_\_,  
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of \_\_\_\_\_, do hereby certify that:  
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A 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 paragraph 3D;
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;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

\_\_\_\_\_  
(Signature of Grant Manager)

\_\_\_\_\_  
(Date)



**Engineer's Certification**  
of Disbursement 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 and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. 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
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

\_\_\_\_\_  
Signature of Professional Engineer

\_\_\_\_\_  
Firm or Affiliation

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(P.E. Number)

## 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.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)



ATTACHMENT D

PROGRESS REPORT FORM

<b>DEP Agreement No.:</b>	LP41014		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p>       <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP41014 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## ATTACHMENT G

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

##### PART I: FEDERALLY FUNDED

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

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



## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

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

**Audit Director**

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

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

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

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

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

**Audit Director**

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

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

**PART V: RECORD RETENTION**

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

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**EXHIBIT - 1**

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

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

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

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

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

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

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue, Line Item 1640C	2013-2014	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,000,000	140047-13

Total Award					\$1,000,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<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.



## FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS – RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Executive Office of the Governor's website (<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now.  
(Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations<sup>1</sup> after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97(2)(r),F.S.) This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

<sup>1</sup>A non-state organization is defined as a nonprofit organization, for-profit organization (including sole proprietors), or Florida local government (excluding district school boards, charter schools and community colleges), which receives State resources.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-State Organization: Manatee County

Type of Non-State Organization: County Commission

(i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)

Awarding Agency: Department of Environmental Protection

Title of State Project: Wastewater Clarifier Retrofit – Southwest Water Reclamation Facility

Catalog of State Financial Assistance (CSFA) Number: 37.039

Contract/Grant/Agreement Number: LP41014

### PART A

<u>YES</u>	<u>NO</u>	
X		1. Is the non-state organization a district school board, charter school, community college, government/public university outside of Florida or a Federal agency?
X		2. Is the relationship with the non-state organization <b>only</b> to procure commodities (as defined in 287.012(4)F.S.)?
X		3. Does the relationship with the non-state organization consist of <b>only</b> Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs?
X		4. Does the relationship with the non-state organization consist of <b>only</b> State maintenance of effort (MOE) <sup>2</sup> resources that meet <b>all</b> of the following criteria?
X		A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements
X		B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
X		C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?
<p><sup>2</sup> MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirements G (Matching, Level of Effort, Earmarking).</p> <p>If <b>any</b> of 1-4 above is <b>yes</b>, the recipient/vendor relationship determination does not need to be completed because <b>the FSAA is not applicable to the non-state organization</b>.</p>		

**PART B**

**Recipient/Vendor Relationship Determination:**

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement, or application.

- | <u>YES</u> | <u>NO</u> |  |
|------------|-----------|--|
| X          |           | 1. Does State law or legislative proviso create the non-state organization to carry out this State Project?  |
| X          |           | 2. Is the non-state organization required to provide matching resources not related to a Federal Program?  |
| X          |           | 3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.) |
| X          |           | 4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.)  |
| X          |           | 5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc. Performance measures may or may not be related to State performance-based budgeting.)  |

If **any** of the above is **yes**, there is a **recipient/subrecipient relationship** and the non-state organization is subject to the FSAA. Otherwise the non-state organization is a **vendor** and is **not** subject to the FSAA.

**PART C**

Based on your analysis of the responses above and discussions with appropriate agency personnel, state your conclusion regarding the non-state organization.

(Check one)                      Recipient/Subrecipient: X                      Vendor \_\_\_\_\_                      Exempt Organization: \_\_\_\_\_

Comments:

Print Name: Tommy Williams

Telephone Number: (850) 245-8364

Title: Senior Management Analyst Supv

Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

*Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.*

If a recipient/subrecipient relationship exists the standard contract audit language including Exhibit 1, must be included in the document that established the State's, recipient's, or subrecipient's relationship with the non-state organization.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Executive Office of the Governor, Office of Policy and Budget, Budget Management Policy Unit at (850) 487-3832 or Suncom 277-3832. Reference may be made to Rule 27D-1, FAC.