RESOLUTION NO. 15-01-08

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AMENDMENT NO. 1 TO THE STATE FINANCIAL ASSISTANCE, DEP AGREEMENT NO. LP44050 (MAYFIELD GRANT), BETWEEN THE VILLAGE AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, PURSUANT TO LINE ITEMS 1626A AND 1672 OF THE 2014-2015 GENERAL APPROPRIATIONS ACT; PROVIDING FOR EXECUTION OF AMENDMENT NO. 1; PROVIDING FOR AUTHORITY OF VILLAGE OFFICIALS; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Ch. 2010-205, Laws of Florida, mandates the upgrade of all wastewater systems within the Florida Keys/Monroe County to advanced wastewater treatment standards or best available technology by December 31, 2015, without regard to funding assistance; and

WHEREAS, with the passage of the 2010 law, the Florida Legislature authorized the issuance of up to $200,000,000.00 in Save Our Everglades Trust Fund Bonds over four (4) years (the “Mayfield Grant”) to assist local governments in the Keys in meeting the state-mandated deadline; and

WHEREAS, the Florida Legislature funded the first $50,000,000.00 in Mayfield Grant bonds in 2012, pursuant to Line Items 1592A and 1686A of the 2012-2013 General Appropriations Act, with proviso language directing that forty (40%) percent of the first year bond proceeds, $20 million, go to Islamorada and the remaining sixty (60%) percent, $30 million, go to Monroe County to fund wastewater collection and treatment project costs; and

WHEREAS, proceeds from the April 4, 2013 bonds sale were delivered to the State of Florida on April 25, 2013; and
WHEREAS, on May 23, 2013, the Village Council of Islamorada, Village of Islands, (the “Village Council”) adopted Resolution No. 13-07-36 thereby approving DEP Agreement No. LP44050 between the State of Florida Department of Environmental Protection and the Village (the “Financial Assistance Agreement”, attached hereto as Exhibit “A”) for reimbursement of up to $20,000,000.00 of Project costs; and

WHEREAS, Monroe County prepared a State Wastewater Funding Distribution Agreement for “Year Two of Four” (the “Interlocal Agreement”, attached hereto as Exhibit “B”) that was approved by all parties and filed for the record in Monroe County on March 21, 2013, setting forth a distribution schedule for the second $50,000,000.00 distribution in fiscal year 2013-2014; and

WHEREAS, the Florida Legislature did not include a bond appropriation for Mayfield Grant funds in the 2013-2014 General Appropriations Act; and

WHEREAS, Monroe County subsequently prepared and delivered to the Governor and Florida Legislature an Amendment to the Interlocal Agreement (attached hereto as Exhibit “C”) setting forth a distribution schedule for the remaining $150,000,000.00 of state funding, broken down into “Year Two of Four”, “Year Three of Four” and “Year Four of Four”; and

WHEREAS, in 2014, the Florida Legislature funded the second $50,000,000.00 in Mayfield Grant bonds as requested for “Year Two of Four”, including proviso language directing that $7,000,000.00 go to Islamorada, pending another bond sale pursuant to Items1626A and 1672 of the 2014-2015 General Appropriations Act; and

WHEREAS, the current estimated cost for complete implementation of central wastewater facilities within the Village (“Project”) is approximately $115,590,892.00; and
WHEREAS, to date, the State of Florida has reimbursed the Village for costs totaling $19,552,794.00 under the current $20,000,000.00 Mayfield Grant obligation; and

WHEREAS, Amendment No. 1 to the Financial Assistance Agreement, attached hereto as Exhibit “D”, obligates an additional $7,000,000.00 in Mayfield Grant funding for the Project, thereby increasing the total obligation to the Village to $27,000,000.00; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to adopt this resolution and approve Amendment No. 1 to the Financial Assistance Agreement attached as Exhibit “A” hereto.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of Amendment No. 1 to the Financial Assistance Agreement. The Village Council of Islamorada, Village of Islands hereby approves Amendment No. 1 to the Financial Assistance Agreement, DEP Agreement No. LP44050, between the Village and the State of Florida Department of Environmental Protection, attached as Exhibit “A” hereto.

Section 3. Execution of Documents. The Village Council hereby authorizes the Village Manager to execute Amendment No. 1 to the Financial Assistance Agreement, attached as Exhibit “A” hereto, together with such non-material changes as may be required and acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Council hereby authorizes the Village Manager and Village Attorney to take all steps necessary to finalize and implement the terms and conditions of Amendment No. 1 to the Financial Assistance Agreement.
The Village Manager is further authorized to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with Amendment No. 1 to the Financial Assistance Agreement.

Section 5. Authorization of Funds Expenditure. The Village Manager is hereby authorized to expend budgeted funds for the services set forth in Amendment No. 1 to the Financial Assistance Agreement.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Vice Mayor Deb Gillis; second by Councilman Jim Mooney.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

Mayor Mike Forster YES
Vice Mayor Deb Gillis YES
Councilman Jim Mooney YES
Councilman Chris Sante YES
Councilman Dennis Ward YES

PASSED AND ADOPTED this 22\textsuperscript{ND} day of JANUARY, 2015.

\underline{MIKE FORSTER, MAYOR}

ATTEST:

\underline{KELLY TOOTH, VILLAGE CLERK}

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

\underline{ROGET V. BRYAN, VILLAGE ATTORNEY}
FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD MS 3505
TALLAHASSEE, FLORIDA 32399-2400

FED EX DELIVERY - SIGNATURE REQUIRED

JUL 29 2013

Ms. Ariana Lawson
Village Clerk/Procurement & Grants Administrator
Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33036

Re: LP44050 – Islamorada, Village of Islands
Islamorada Centralized Wastewater Collection, Treatment and Disposal System

Dear Ms. Lawson:

We are pleased to provide financial assistance for Islamorada, Village of Islands’ wastewater improvement project. One fully executed grant agreement is enclosed. To draw money under the agreement, please call Tommy Williams at (850) 245-8364 for assistance in completing a disbursement request.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

Christine M. Klena, Deputy Director
Division of Water Resource Management

CK/ph

Enclosure

cc: Maria Aguilar – Islamorada, Village of Islands
    Edward Koconis – Islamorada, Village of Islands
STATE FINANCIAL ASSISTANCE AGREEMENT
VILLAGE OF ISLAMORADA
DEP AGREEMENT NO. LP44050

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEMS 1592A AND 1686A OF THE 2012-2013 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 Village of Islamorada, Florida, whose address is 86800 Overseas Highway, Islamorada, Florida 33036 (hereinafter referred to as “Grantee” or “Recipient”), a local government under the laws of the State of Florida, to provide funds for the project generally described in the proviso language included with line item 1592A of the 2012-13 General Appropriations Act.

In consideration of the mutual benefits to be derived here from, 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 herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms “Contract” and “Agreement” and the terms “Grantee” and “Recipient” are used interchangeably.

2. This Agreement shall begin upon execution by both parties and remain in effect until April 30, 2016, inclusive. If work identified in the approved Project Work Plan is completed prior to the date shown in the first sentence of this paragraph, the modification will be reduced to writing in an amendment to this 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 rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $20,000,000 toward the total project cost estimate of $115,590,892. The actual grant amount will be based on the proceeds resulting from the issuance of bonds authorized pursuant to section 215.619, Florida Statutes, and specifically provided for in line item 1592A of the 2012-2013 General Appropriations Act.

In all events, the Grantee shall complete the work described in Attachment A no later than December 31, 2015, pursuant to subsection 403.086(10), Florida Statutes. The Grantee shall establish and collect sufficient local rates, fees and other charges, and undertake such other financial arrangements as are necessary to timely complete the entire project.
If the Grantee fails to substantially complete the work described in Attachment A, as it may be amended from time to time by mutual agreement, the Grantee shall repay all grant funds disbursed or such portion of the funds as the Department requires. The Department may use any and all remedies available to compel repayment.

B. The Grantee shall request reimbursement for eligible project costs upon submittal and acceptance of the deliverable(s) identified in Attachment A, utilizing a properly completed Disbursement Request Package (provided as Attachment B). In addition to the Disbursement Request Package, the Grantee must provide from its accounting system, a listing by deliverable, of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. 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 February 15, 2016, 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 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,

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

C. 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 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 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 such funds 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. The Grantee has been authorized to award contracts for the purpose of completing the project described in Attachment A. If additional fixed price (vendor) subcontracts are determined necessary, 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 11 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. 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 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).


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

5. Progress Reports (Attachment D) shall be submitted monthly 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. 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. No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within 30 days of being notified of the unsatisfactory deliverable. 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.

A. A CAP shall be submitted within ten (10) calendar 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) calendar 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) calendar days from receipt of the Department 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 the Agreement for cause as authorized in the Agreement.

B. Upon Department’s notice of acceptance of a proposed CAP, the Grantee shall have 30 calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under this Agreement. In the event 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 estop the Department from subsequently asserting any 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 the 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, as permitted by the Agreement.

7. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. The Department may terminate this Agreement at any time in the event of the material 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.

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 from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

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

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this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

11.  

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

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

12.  The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) 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 liable to any subcontractor for any expenses or liabilities incurred under the subcontract.
and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

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

Tim Banks  
State Revolving Fund Program  
Florida Department of Environmental Protection  
2600 Blair Stone Road, MS 3505  
Tallahassee, Florida 32399-2400  
Phone: (850) 245-8360  
Fax: (850) 245-8411  
Email: timothy.banks@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.

Ariana S. Lawson  
Village of Islamorada  
86800 Overseas Highway  
Islamorada, Florida 33036  
Phone: 305.664.6412  
Fax: 305.664.6465  
Email: ariana.lawson@islamorada.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.

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

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

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 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.

23. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

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

B. 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.

C. 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.

25. Funds awarded under this Agreement shall not be used for the purpose of land acquisition.

26. 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.

27. 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.
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

VILLAGE OF ISLAMORADA, FL

By: \[Signature\]
Village Manager

Date: 7/12/2013

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \[Signature\]
Deputy Director
Division of Water Resource Management

Date: JUL 16 2013

Tim Banks, DEP Grant Manager

FEID No.: 65-0830851

Approved as to form and legality:

\[Signature\]
DEP Attorney

The Grantee shall provide a resolution, statement or other document authorizing the person signing the Agreement to sign on behalf of the Grantee.

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

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<th>Specify Type</th>
<th>Letter/Number</th>
<th>Description (include number of pages)</th>
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# ATTACHMENT A

## PROJECT WORK PLAN

**Project Title:** Islamorada Centralized Wastewater Collection, Treatment and Disposal System

**Project Location:** The project will take place on Plantation Key, Windley Key, Upper and Lower Matecumbe Keys, and Key Largo, in Monroe County, Florida. The project will affect the Florida Keys watershed, hydrologic unit code #5. Construction activities will take place between the Channel Two Bridge at MM 72.6 and the Key Largo Wastewater Treatment District Plant located at 100301 Overseas Highway, MM 100.3 in Key Largo.

**Project Background:** Islamorada, Village of Islands is undertaking a large-scale engineering and construction project to implement a community-wide central wastewater management system for the collection and disposal of wastewater from Plantation Key, Windley Key, and Upper and Lower Matecumbe Keys to meet the requirements of s. 403.086(10), F.S. The project will reduce nutrient loading into Florida Bay and the Atlantic Ocean and help restore healthy water quality to nearshore waters in the Florida Keys National Marine Sanctuary. Once completed, the system will serve the local businesses and 6,119 permanent residents of Islamorada, as well as the nearly 4 million visitors to Florida Keys who pass through the Village annually. Total project costs are estimated to be $115.6 million.

**Project Description:** The project entails the design and construction of vacuum/low-pressure/gravity collection systems for each of five (5) service areas in Islamorada: Middle Plantation Key, South Plantation Key, Windley Key, Upper Matecumbe Key and Lower Matecumbe Key. Four (4) new vacuum pump stations will be constructed to support the neighborhood collection systems, one (1) each on Lower Matecumbe Key, Upper Matecumbe Key, South Plantation Key, and Middle Plantation Key. A total of 54 privately owned package treatment plants, including six (6) on Middle Plantation Key, seven (7) on South Plantation Key, nine (9) on Windley Key, 27 on Upper Matecumbe Key, and five (5) on Lower Matecumbe Key, will be decommissioned and connected directly to the centralized collection and treatment system. A total of 9,089 residential, commercial and package plant Equivalent Dwelling Units will be serviced by the new system, including 1,703 on North Plantation Key, 1,186 on Middle Plantation Key, 1,526 on South Plantation Key, 534 on Windley Key, 2,712 on Upper Matecumbe Key, and 1,428 on Lower Matecumbe Key.

The Village will also decommission the existing North Plantation Key Wastewater Treatment Plant, and construct a force main to transport wastewater through the Village to Key Largo, with transmission mains crossing waterways at Indian Key Channel, Tea Table Creek Channel, Tavernier Creek, Snake Creek, and Whale Harbor. Wastewater treatment and disposal will occur at the existing Key Largo Wastewater Treatment District facility located at 100301 Overseas Highway, Key Largo, Florida. Monthly reimbursement requests may be submitted documenting the percent complete for each major unit description included in the table of individual tasks and costs below. Expected total reimbursements for each project phase are also shown. Percentage complete for payment purposes must be accompanied by the engineer’s certification as required in paragraph 3.B. of the Agreement.
**TASK 1. ENTIRE PROJECT** – Tasks 1a is not eligible for funding under this Agreement. Task 1b is eligible for funding. Cost: $31,002,580

*Deliverable 1a:* Payment/Performance Bonds, Insurance, Mobilization, Demobilization, Record Drawings, O&M Manuals, and Training  
*Budget Information:*  
  Contractual: $4,461,400

*Deliverable 1b:* Project and Construction Management, Administration, and Supervision  
Project and construction management, administration, and supervision will be conducted throughout the life of the project.  
*Performance Measures:* Project and construction management, administration, and supervision will be documented by routine site condition reports, construction progress reports and certification of final completion  
*Completion Date:* December 2015  
*Budget Information:*  
  Contractual: $26,541,180

**TASK 2. KEY LARGO PIPELINE ENGINEERING, SUBMITTALS, HYDRAULIC ANALYSIS AND PERMITS** – Task 2 is not eligible for funding under this Agreement.  
Cost: $2,168,800

**TASK 3. PLANTATION KEY FACILITIES.** Cost: $1,777,900  

*Deliverable 3a:* Engineering Submittals  
Preliminary (30%) and BODR, Intermediate (60%), and Final Plans and Specifications shall be submitted to the Department.  
*Performance Measures:* All submittals must meet Department requirements for permitting authorization and financial assistance under the State Revolving Fund loan program.  
*Completion Date:* August 2013  
*Budget Information:*  
  Contractual: $1,672,700

*Deliverable 3b:* Permits  
*Performance Measures:* Issuance of permit(s) by the Department  
*Completion Date:* October 2013  
*Budget Information:*  
  Contractual: $105,200

**TASK 4. WINDLEY KEY FACILITIES.** Cost: $774,300  

*Deliverable 4a:* Engineering Submittals  
Preliminary (30%) and BODR, Intermediate (60%), and Final Plans and Specifications shall be submitted to the Department.  
*Performance Measures:* All submittals must meet Department requirements for permitting authorization and financial assistance under the State Revolving Fund loan program.  
*Completion Date:* April 2013  
*Budget Information:*
Contractual: $669,100

Deliverable 4b: Permits
Performance Measures: Issuance of permit(s) by the Department
Completion Date: June 2013
Budget Information:
  Contractual: $105,200

TASK 5. UPPER MATECUMBE KEY FACILITIES. Cost: $2,028,800

Deliverable 5a: Engineering Submittals
Preliminary (30%) and BODR, Intermediate (60%), and Final Plans and Specifications shall be submitted to the Department.
Performance Measures: All submittals must meet Department requirements for permitting authorization and financial assistance under the State Revolving Fund loan program.
Completion Date: April 2013
Budget Information:
  Contractual: $1,923,600

Deliverable 5b: Permits
Performance Measures: Issuance of permit(s) by the Department
Completion Date: October 2013
Budget Information:
  Contractual: $105,200

TASK 6. LOWER MATECUMBE KEY FACILITIES. Cost: $2,112,400

Deliverable 6a: Engineering Submittals
Preliminary (30%) and BODR, Intermediate (60%), and Final Plans and Specifications shall be submitted to the Department.
Performance Measures: All Submittals must meet Department requirements for permitting authorization and financial assistance under the State Revolving Fund loan program.
Completion Date: November 2013
Budget Information:
  Contractual: $2,007,200

Deliverable 6b: Permits
Performance Measures: Issuance of permit(s) by the Department
Completion Date: January 2014
Budget Information:
  Contractual: $105,200
TASK 7. MATERIALS INTEGRAL TO PROJECT CONSTRUCTION – All materials will be installed as part of project construction. Cost: $9,475,000

**Deliverable 7a:** Pipe, Fittings and Restraints
*Performance Measures:* Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
*Completion Date:* June, 2015
*Budget Information:*
  - Contractual: $3,750,000

**Deliverable 7b:** Valves
*Performance Measures:* Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
*Completion Date:* June, 2015
*Budget Information:*
  - Contractual: $300,000

**Deliverable 7c:** Vacuum Pits (Sumps)
*Performance Measures:* Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
*Completion Date:* June, 2015
*Budget Information:*
  - Contractual: $3,250,000

**Deliverable 7d:** Pump Station parts and materials
*Performance Measures:* Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
*Completion Date:* May 2013
*Budget Information:*
  - Contractual: $1,025,000

**Deliverable 7e:** Generators
*Performance Measures:* Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
*Completion Date:* June, 2015
*Budget Information:*
  - Contractual: $500,000

**Deliverable 7f:** Electrical Switchgear
*Performance Measures:* Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
*Completion Date:* June, 2015
*Budget Information:*
  - Contractual: $250,000

**Deliverable 7g:** Odor Control
*Performance Measures:* Certification by on-site engineer that materials are in accordance with the specifications in approved construction contract documents
*Completion Date:* May 2013
*Budget Information:*
  - Contractual: $400,000
TASK 8. CONSTRUCTION WORK ITEMS. Cost: $53,496,100

**Deliverable 8a:** Key Largo Pipeline
**Performance Measures:** Contractor’s certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
**Completion Date:** November 2013
**Budget Information:**
  - Contractual: $5,831,600

**Deliverable 8b:** Plantation Key Facilities
**Performance Measures:** Contractor’s certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
**Completion Date:** February 2015
**Budget Information:**
  - Contractual: $20,040,900

**Deliverable 8c:** Plantation Key Pump Stations
**Performance Measures:** Contractor’s certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
**Completion Date:** May 2014
**Budget Information:**
  - Contractual: $2,000,000

**Deliverable 8d:** Windley Key Facilities
**Performance Measures:** Contractor’s certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
**Completion Date:** September 2013
**Budget Information:**
  - Contractual: $2,374,600

**Deliverable 8e:** Upper Matecumbe Key Facilities
**Performance Measures:** Contractor’s certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
**Completion Date:** December 2014
**Budget Information:**
  - Contractual: $10,542,000

**Deliverable 8f:** Upper Matecumbe Key Pump Station
**Performance Measures:** Contractor’s certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents
**Completion Date:** December 2014
**Budget Information:**
  - Contractual: $1,000,000
**Deliverable 8g:** Lower Matecumbe Key Facilities

**Performance Measures:** Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents

**Completion Date:** January 2015

**Budget Information:**
- Contractual: $10,474,200

**Deliverable 8h:** Lower Matecumbe Key Pump Station

**Performance Measures:** Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents

**Completion Date:** August 2015

**Budget Information:**
- Contractual: $1,000,000

**Deliverable 8i:** Private Roads

**Performance Measures:** Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents

**Completion Date:** January 2015

**Budget Information:**
- Contractual: included per island

**Deliverable 8j:** KLWTD Salinity Meters, SCADA and Telemetry, Design Coordination

**Performance Measures:** Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents

**Completion Date:** August 2015

**Budget Information:**
- Contractual: $242,800

**TASK 9. KEY LARGO WASTEWATER TREATMENT DISTRICT**

Cost: $11,745,012 – For payment to the Key Largo Wastewater Treatment District for providing wastewater treatment and disposal capacity for the flow collected by and delivered from the Islamorada collection system. (These funds pay for the cost-effective solution to treating Islamorada’s wastewater flow in lieu of the Village having to build its own, more expensive wastewater treatment plant.)

**Deliverable 9a:** Capacity Allocation

**Performance Measures:** Execution of Agreement with Key Largo Wastewater Treatment District

**Completion Date:** May 2012

**Budget Information:**
- Contractual: $10,766,012

**Deliverable 9b:** Plant Upgrades

**Performance Measures:** Contractor's certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents

**Completion Date:** TBD, per Interlocal Agreement with Key Largo Wastewater Treatment District

**Budget Information:**
- Contractual: $736,000

Revised 2/12

DEP Agreement LP44050, Attachment A, Page 6 of 7
Deliverable 9c: Odor Control

Performance Measures: Contractor’s certification of substantial completion in accordance with approved construction contract documents and final acceptance by on-site engineer that work and materials are in accordance with the specifications in those documents

Completion Date: TBD, per Interlocal Agreement with Key Largo Wastewater Treatment District

Budget Information:
   Contractual: $243,000

TASK 10. LAND PURCHASES AND EASEMENTS – Task 10 is not eligible for funding under this Agreement.
   Cost: $1,000,000

Total Budget (all tasks): $115,590,892

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient: Village of Islamorada
2. Project Number: LP44050  
   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. Send Remittance to: ______________________________________________

---

Disbursement Details
(cumulative amounts rounded to the nearest dollar)
NOTE: Can only claim expenses in approved budget.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount this Request</th>
<th>Total Cumulative</th>
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<tbody>
<tr>
<td>1. Salaries</td>
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<td>2. Fringe Benefits</td>
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<td>3. Travel</td>
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<td>4. Contractual Services (Professional Services)</td>
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<td>5. Contractual Services (Construction)</td>
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<td>6. Equipment</td>
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<td>7. Supplies/Other Expenses</td>
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<td>8. Land</td>
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<td>9. Indirect Charges</td>
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<tr>
<td>10. Total</td>
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<td>11. Disbursements previously requested</td>
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<tr>
<td>12. Amount Requested for Disbursement (line 10 minus 11)</td>
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</tbody>
</table>

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

Florida Department of Environmental Protection
State Revolving Fund Management, MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

DEP Agreement No. LP44050, Attachment B, Page 1 of 3
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)

DEP Agreement No. LP44050, Attachment B, Page 2 of 3
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)

DEP Agreement No. LP44050, Attachment B, Page 3 of 3
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/audir/reference_guide.htm
ATTACHMENT D
PROGRESS REPORT FORM

<table>
<thead>
<tr>
<th>DEP Agreement No.:</th>
<th>LP44050</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Name:</td>
<td>Village of Islamorada</td>
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<tr>
<td>Grantee Address:</td>
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<td>Grantee's Grant Manager:</td>
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<tr>
<th>Reporting Period:</th>
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<tr>
<td>Project Number and Title:</td>
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</table>

Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)

Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.

Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

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

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Total Project Budget</th>
<th>Expenditures Prior to this Reporting Period</th>
<th>Expenditures this Reporting Period</th>
<th>Project Funding Balance</th>
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</table>

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP44050 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager ___________________________ Date ____________

DEP Agreement No. LP44050, Attachment D, Page 2 of 2
ATTACHMENT E

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

DEP 55-215 (03/09)
DEP Agreement No. LP44050, Attachment E, Page 1 of 5
PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient spends 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 spends 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).


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 1 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(e), 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
**EXHIBIT - 1**

Funds awarded to the recipient pursuant to this agreement consist of the following:

<p>| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: |</p>
<table>
<thead>
<tr>
<th>Federal Program Number</th>
<th>Federal Agency</th>
<th>CFDA Number</th>
<th>CFDA Title</th>
<th>Funding Amount</th>
<th>State Appropriation Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: |</p>
<table>
<thead>
<tr>
<th>Federal Program Number</th>
<th>Federal Agency</th>
<th>CFDA</th>
<th>CFDA Title</th>
<th>Funding Amount</th>
<th>State Appropriation Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |</p>
<table>
<thead>
<tr>
<th>State Program Number</th>
<th>Funding Source</th>
<th>State Fiscal Year</th>
<th>CSFA Number</th>
<th>CSFA Title or Funding Source Description</th>
<th>Funding Amount</th>
<th>State Appropriation Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement</td>
<td>Save Our Everglades Trust Fund, Line Item 1686A</td>
<td>2012-2013</td>
<td>37.039</td>
<td>Statewide Surface Water Restoration and Wastewater Projects</td>
<td>$20,000,000</td>
<td>141121</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Award: $20,000,000

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/jsaa/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.
ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee’s Name:

Grantee Fiscal Year Period: FROM: ___________ TO: ___________

Total State Financial Assistance Expended during Grantee’s most recently completed Fiscal Year:

$ ____________________________

Total Federal Financial Assistance Expended during Grantee’s most recently completed Fiscal Year:

$ ____________________________

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

__________________________________  ______________________
Signature Date

__________________________________
Print Name and Position Title

DEP Agreement No. LP44050, Attachment F, Page 1 of 3
INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: __Month/Year__ TO: __Month/Year__

NOTE: THIS SHOULD BE THE GRANTEE’S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee’s most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$________________________________________

Total Federal Financial Assistance Expended during Grantee’s most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$________________________________________

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.
CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

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

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

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

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

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

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

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

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

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

Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

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

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

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

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us
STATE WASTEWATER FUNDING
DISTRIBUTION AGREEMENT
FOR “YEAR TWO OF FOUR”

THIS AGREEMENT ("Agreement") made and entered into this 20th day of
February 2013, by and between the following Parties for the distribution of the second of
four $50 million yearly allocations of State funding from the Save Our Everglades Trust Fund.

PARTIES:

CITY OF KEY COLONY BEACH (hereinafter referred to as “Key Colony Beach”), a municipal
corporation of the State of Florida, whose address is P.O. Box 510141, Key Colony Beach, FL
33051-0141; and

CITY OF KEY WEST (hereinafter referred to as “Key West”), a municipal corporation of the
State of Florida, whose address is 3132 Flagler Avenue, Key West, FL 33040, and

CITY OF MARATHON (hereinafter referred to as “Marathon”), a municipal corporation of the
State of Florida, whose address is 9805 Overseas Highway, Marathon, FL 33050; and

FLORIDA KEYS AQUEDUCT AUTHORITY (hereinafter referred to as “FKAA”), an independent special district established under the Laws of Florida, whose address is 1100 Kennedy Drive, Key West, FL 33040; and

KEY LARGO WASTEWATER TREATMENT DISTRICT (hereinafter referred to as
“KLWTD”), an independent special district established under the Laws of Florida, whose address is P.O. Box 491, Key Largo, FL 33037; and

ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as “Islamorada”), a municipal
corporation of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL
33036; and

MONROE COUNTY (hereinafter referred to as “County”), a political subdivision of the State of
Florida, whose address is 1100 Simonton Street, Suite 205, Key West, FL 33040; and

WITNESSETH:

WHEREAS, Monroe County contains a National Marine Sanctuary (Florida Keys National
Marine Sanctuary), several Federal and State Parks, and State Aquatic Preserves (Coupon Bight
Aquatic Preserve and Lignumvitae Key Aquatic Preserve); and

WHEREAS, Monroe County and Key West were determined by the State Legislature to be
areas containing, or having a significant impact upon, environmental or natural resources of
regional or statewide importance that is so environmentally sensitive and fragile, that Monroe
WHEREAS, the Florida Department of Environmental Protection has determined that excessive nutrients are a primary contributor to water quality degradation in the Florida Keys, leading to depressed oxygen levels, increased algae and an imbalance in the number and diversity of native aquatic life, and

WHEREAS, in 1999, the State Legislature established binding treatment and disposal requirements for all wastewater management facilities in Monroe County; and

WHEREAS, the County, FKAA, Key Colony Beach, Key West, KLVTD, Islamorada, and Marathon (collectively, the “Parties”), are all engaged in efforts to provide centralized wastewater treatment plants and collection systems throughout the Florida Keys and to upgrade and improve existing wastewater treatment systems to protect the fragile ecosystem of the Florida Keys and to comply with the requirements of Chapter 99-395; and

WHEREAS, the responsibility for financing the construction or upgrade of wastewater management facilities in the Florida Keys resides with the Parties to this Agreement and the business owners, homeowners, and property owners in the areas served by the Parties; and

WHEREAS, in 2008 the State Legislature approved a modification to Section 215.619, Florida Statutes, authorizing the issuance of $200 million of Everglades restoration bonds for the purpose of implementing the Florida Keys Area of Critical State Concern protection program under Sections 380.05 and 380.0552, Florida Statutes; and

WHEREAS, the Florida Keys Area of Critical State Concern protection program calls for the restoration and conservation of natural systems through, among other things, the implementation of state-mandated wastewater management projects identified in the Keys Wastewater Plan, dated November 2007, and submitted to the Florida House of Representatives on December 4, 2007; and

WHEREAS, the $200 million generated by the issuance of Everglades restoration bonds is administered by the Florida Communities Trust (the “Mayfield Grant Funds”); and

WHEREAS, in March of 2012, the State Legislature appropriated and the Governor subsequently approved, the first of four $50 million yearly allocations of the $200 million in Mayfield Grant Funds; and

WHEREAS, the first of four $50 million yearly allocations of Mayfield Grant Funds was disbursed with the stipulation that 60% of the said $50 million be distributed to the County for the Cudjoe Regional Wastewater Project and that 40% be distributed to Islamorada; and

WHEREAS, the Parties anticipate the State will disburse the second or Year Two of Four distribution of Mayfield Grant Funds in Fiscal Year 2013; and
WHEREAS, this Agreement details and specifies the Year Two of Four distribution of Mayfield Grant Funds that the Parties have determined to be, and have agreed would be fair and equitable to all Parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by all of the Parties, the Parties hereby agree as follows:

1. **DEFINITIONS** - As used herein, the following terms shall have the following meanings, unless the context clearly otherwise requires:

   * **Agreement** shall mean this Interlocal Agreement.
   * **Authorized Officer** shall mean the Mayors of the County, Key Colony Beach, Key West, Islamorada, and Marathon, and the Chairperson of the Boards of the FKAA and the KLWTD.
   * **Fiscal Year** shall mean the State of Florida fiscal year, i.e., the period commencing on July 1 of each year and continuing through the next succeeding June 30, or such other period as may be prescribed by law.
   * **Fund, Funds or Funding** shall mean the Mayfield Grant Fund, Mayfield Grant Funding, or State Wastewater Funding.
   * **Mayfield Grant Fund or State Wastewater Fund** shall mean the $200 million authorized by the State Legislature pursuant to Section 215.619, Florida Statutes and distributed by the State to the Parties pursuant to Section 215.619(1)(a)2, Florida Statutes.
   * **Party or Parties** shall mean the signatories to this Agreement, individually or collectively (to wit: the County, FKAA, Key Colony Beach, Key West, KLWTD, Islamorada, and Marathon.
   * **State** shall mean the State of Florida.
   * **Wastewater** shall mean sewage or effluent of any nature or originating from any source.
   * **Year Two of Four** shall mean the second of four $50 million yearly allocations of Mayfield Grant Funds.

2. **Recitals.**

   The recitals set forth above are true and correct and are hereby incorporated in this Agreement.

Page 3 of 15
February 11, 2013 Revision
3. **EFFECTIVE DATE AND TERM.**

(a) This Agreement shall take effect on the date it is fully executed by the Authorized Officer of all of the Parties.

(b) This Agreement shall continue in full force and effect until:

1) All of the anticipated Year Two of Four Mayfield Grant Funding has been distributed to the Parties in accordance with this Agreement and there are no additional Year Two of Four Mayfield Grant Funds available to be distributed; or

2) This Agreement is terminated by the mutual consent of all of the Parties, in writing.

4. **DISTRIBUTION OF FUNDS.**

(a) If the State appropriates the anticipated Year Two of Four $50 million allocation of Mayfield Grant Funds, all such Funding so received shall be distributed to the Parties in accordance with and pursuant to the distribution schedule set forth below.

<table>
<thead>
<tr>
<th>Wastewater Project (Recipient)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>$0</td>
</tr>
<tr>
<td>FKAA</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Key Colony Beach</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Key West</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>KLVTD</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Islamorada</td>
<td>$0</td>
</tr>
<tr>
<td>Marathon</td>
<td>$20,000,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$50,000,000</strong></td>
</tr>
</tbody>
</table>

(b) In the event the State appropriates less than the anticipated $50 million Year Two of Four allocation of Mayfield Grant Funds, all such Funding received shall be distributed to the Parties on a *pro rata* basis pursuant to the distribution schedule as set forth in paragraph 4. (a) above.

(c) In the event the State appropriates less than the anticipated $50 million Year Two of Four allocation Annual Appropriation, the State subsequent appropriation of the Year Three, Four, Five, etc., of the Mayfield Grant shall continue to be distributed on a prorate basis predicated on the Paragraph 4a distribution schedule until such time as all parties have received the allocation amount specified in Paragraph 4a.
5. **Utilization of Funding.**

(a) Any Mayfield Grant Funds received by the Parties from the State shall be utilized by the Parties to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities; or any other lawful purpose in accordance with the laws, statutes, rules, and regulations promulgated by the State with reference to the expenditure of any such Funds.

6. **No Guaranteed Distribution Amount.**

The amount of Funding to be received by each Party pursuant to this Agreement is dependent upon (a) the amount of Funding actually received from the State, (b) the restrictions and requirements set forth in Section 215.619, Florida Statutes, as well as the bonding, appropriations, and distribution processes of the State, and (c) Paragraph 4 of this Agreement.

7. **Joint Cooperation**

The Parties agree to cooperate and to use their best efforts and their joint resources to advocate for the appropriation and distribution of the $50 million Year Two of Four allocation of Mayfield Grant Funds to the Parties. Toward that end:

(a) The parties agree to utilize their state lobbyist(s) (if applicable) to request the State Legislature and the Governor to approve and appropriate the Year Two of Four allocation of Mayfield Grant Funds to the Parties pursuant to Paragraph 4a and in accordance with this Agreement.

(b) The parties agree to coordinate their lobbying efforts and to work in good faith with each other. In exercising “good faith”, a party shall not lobby against the interests of the other parties as it pertains to Year 2 of 4 allocation of Mayfield Grants. Each party shall make reasonable efforts to keep the other parties advised of their own lobbying activities as it relates to State wastewater funding.

(c) Each Party shall keep the other Parties informed of all meetings, trips, telephone calls, and developments in a timely fashion. Each Party shall provide such information with enough notice to enable the other Parties to participate in and/or attend such meetings, trips, or telephone calls, if appropriate.

8. **Records — Access and Audits.**

All Parties shall maintain adequate and complete records for a period of four years after each Annual Allocation. Each Party, its officers, employees, agents and contractors shall, upon proper request, have access to the books, records, and documents of the other Parties, related to this Agreement. The access to and inspection of such books, records, and documents by the Parties shall occur at a reasonable time upon reasonable notice.
9. **ASSIGNMENT.**

No Party may assign this Agreement or any of its obligations under this Agreement without the approval of the other Parties. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of all of the Parties.

10. **SUBORDINATION.**

This Agreement is subordinate to the laws and regulations of the United States, and the State of Florida, whether in effect on commencement of this agreement or adopted after that date.

11. **INCONSISTENCY.**

If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the responsibility and liability of each Party.

12. **NOTICES.**

Unless otherwise specified, all Notices must be sent by certified mail to the following:

**FLORIDA KEYS AQUEDUCT AUTHORITY**
Executive Director
1100 Kennedy Drive
Key West, FL 33040

**KEY COLONY BEACH:**
City Attorney, Thomas D. Wright
9711 Overseas Highway
Marathon, FL 33051
City Administrator
P.O. Box 510141
Key Colony Beach, FL 33051-0141

**KEY LARGO WASTEWATER TREATMENT DISTRICT:**
General Manager
PO Box 491
Key Largo, Florida 33037

**KEY WEST:**
City Manager
3132 Flagler Avenue

**ISLAMORADA VILLAGE OF ISLANDS:**
Village Manager
868000 Overseas Highway
Islamorada, Florida 33036

**MARATHON:**
City Manager
9805 Overseas Highway
Marathon, FL 33050

**MONROE COUNTY:**
County Administrator
1100 Simonton Street, Suite 205
Key West, FL 33040
County Attorney
P.O. Box 1026
Key West, FL 33041-1026
13. **NON-RELIANCE BY NON-PARTIES.**

No Non-Party entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement or benefit of any service or program contemplated hereunder, and each Party agrees that neither the Party nor any officer, agent, or employee of the Party shall have the authority to inform, counsel or otherwise indicate that any particular individual or groups of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to or superior to the community in general or for the purposes contemplated under this Agreement.

14. **HEADINGS.**

The headings and other captions contained in this Agreement are provided for reference and convenience purposes only and are in no way intended to describe, interpret, define, expand, or limit the scope, extent, or intent of this Agreement, or any provision hereof.

15. **IMPLEMENTING ACTIONS OF THE PARTIES.**

The Parties shall take any and all necessary and appropriate actions relating to the implementation of this Agreement.

16. **DISPUTE RESOLUTION.**

With respect to any dispute, claim, or controversy arising out of or relating to this Agreement, or any Party’s performance thereof, or the breach, termination, enforcement, interpretation or validity thereof, the Parties shall utilize the process for dispute resolution set forth in Chapter 164, known as the “Florida Governmental Conflict Resolution Act”.

17. **ATTORNEYS’ FEES AND COSTS.**

In the event there is litigation arising under or related to Agreement, each Party shall pay its own attorneys’ fees and costs and expenses incurred in enforcing the Agreement including any appellate attorney’s fees.

18. **GOVERNING LAW; VENUE.**

This Agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County.

19. **HOLD HARMLESS.**

To the extent provided by law and without waiving Sovereign Immunity, each Party agrees to fully hold harmless, indemnify, defend, discharge and release the other Parties, their officers, employees, agents, contractors and subcontractors from and against any and all causes of action, claims, costs, demands, expenses and losses of whatever type that arise out of or are attributable to
this Agreement; except for any causes of action, claims, costs, demands, expenses and losses that are the result of the sole negligence or malfeasance of the respective Party.

20. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which, when so executed and delivered, shall be an original and all of which shall together constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. A facsimile version of any signature shall be deemed an original for all purposes.

21. **JOINT PREPARATION.**

The preparation of this Agreement has been a joint effort of the Parties, and this Agreement has been carefully reviewed by the Parties. Therefore this Agreement shall not, solely as a matter of judicial interpretation, be construed more severely against one of the Parties than the other.

22. **FULL UNDERSTANDING.**

This Agreement is the Parties' final mutual understanding regarding the subject matter hereof. It replaces and supersedes any earlier prior and contemporaneous agreements or understandings, whether written or oral. This Agreement may be modified and amended only by written instrument executed by the Parties hereto.

23. **INTERLOCAL AGREEMENT.**

This Agreement shall constitute an inter-local agreement pursuant to Section 163.01, Florida Statutes.

**IN WITNESS WHEREOF,** the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.

---

[SIGNATURES ON FOLLOWING PAGES]
CITY OF KEY COLONY BEACH, FLORIDA

Ronald A. Sutton, Mayor

(SEAL)

ATTEST:

Cathy Henninger
Vickie L. Buffington, City Clerk
Cathy Henninger

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Thomas D. Wright, City Attorney
FLORIDA KEYS AQUEDUCT AUTHORITY

PKAA Board Approved:
February 27, 2013

J Robert Dean, Chair

(SEAL)

ATTEST:

Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Robert T. Feldman, General Counsel
KEY LARGO WASTEWATER TREATMENT DISTRICT

Robert Majeska, Chair

ATTEST:

Carol Walker, District Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Raymond Giglio, General Counsel
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

Ken Philipson
Ken Philipson, Mayor

(SEAL)

ATTEST:

[Signature]
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Nina Boniske, Village Attorney
AMENDMENT TO

"STATE WASTEWATER FUNDING
DISTRIBUTION AGREEMENT FOR ‘YEAR TWO OF FOUR’"

THIS AMENDMENT AGREEMENT ("Amendment Agreement") is made and entered into this ___ day of September, 2013, to amend the "STATE WASTEWATER FUNDING DISTRIBUTION AGREEMENT FOR ‘YEAR TWO OF FOUR’," entered into the 20th day of February 2013, by and between the following Parties:

PARTIES:

CITY OF KEY COLONY BEACH (hereinafter referred to as “Key Colony Beach”), a municipal corporation of the State of Florida, whose address is P.O. Box 510141, Key Colony Beach, FL 33051-0141; and

CITY OF KEY WEST (hereinafter referred to as “Key West”), a municipal corporation of the State of Florida, whose address is 3132 Flagler Avenue, Key West, FL 33040, and

CITY OF MARATHON (hereinafter referred to as “Marathon”), a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, FL 33050; and

FLORIDA KEYS AQUEDUCT AUTHORITY (hereinafter referred to as “FKAA), an autonomous public body corporate and politic established under the Laws of Florida, whose address is 1100 Kennedy Drive, Key West, FL 33040; and

KEY LARGO WASTEWATER TREATMENT DISTRICT (hereinafter referred to as “KLWTD”), an independent special district established under the Laws of Florida, whose address is P.O. Box 491, Key Largo, FL 33037; and

ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as “Islamorada”), a municipal corporation of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036; and

MONROE COUNTY (hereinafter referred to as “County”), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, FL 33040; and
WITNESSETH:

WHEREAS, in 2008 the State Legislature authorized the issuance of $200 million of Everglades restoration bonds ("Mayfield Grant Funds"), to be administered by the Florida Communities Trust; and

WHEREAS, in March of 2012 the State Legislature appropriated, and the Governor subsequently approved, the first of four $50 million yearly allocations of the $200 million in anticipated Mayfield Grant Funds; and

WHEREAS, the first of the four $50 million yearly allocations of Mayfield Grant Funds was disbursed by the State with the stipulation that 60% of the said $50 million be distributed to the County for the Cudjoe Regional Wastewater Project and that 40% be distributed to Islamorada; and

WHEREAS, the Parties entered into an Interlocal Agreement, dated the 20th day of February 2013 ("Original ILA") with reference to the distribution of the anticipated $50 million "Year Two of Four" of Mayfield Grant Funds; and

WHEREAS, Paragraph "4.(a)" of the Original ILA, details and specifies the distribution of the anticipated $50 million "Year Two of Four" of Mayfield Grant Funds that the Parties have determined to be and have agreed would be fair and equitable to all Parties; and

WHEREAS, the Parties now desire to amend the terms of the Original ILA to cover how the "Year Two of Four," "Year Three of Four," and "Year Four of Four" of Mayfield Grant Funds will be disbursed by the State directly to the Parties; and

WHEREAS, notwithstanding any interpretations of Section 215.619 Florida Statutes to the contrary, the Parties agree that wastewater infrastructure in Key West (separately designated as an area of Critical State Concern pursuant to Rule 28-36.001 F.A.C.) advances the principles underpinning the Mayfield Grant Funds authorized by that Section, and that Key West should, therefore, share in appropriations related thereto.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment Agreement and other valuable consideration the sufficiency and receipt of which is acknowledged by all of the Parties, the Parties hereby agree as follows:

Page 2 of 13

Amendment to

"State Wastewater Funding Distribution Agreement For 'Year Two Of Four'"
1. **Definitions.**

Terms defined in Paragraph “1” of the Original ILA have the same meaning in this Amendment Agreement unless otherwise specified.

2. **Recitals.**

The recitals set forth above are true and correct and are hereby incorporated in this Amendment Agreement.

3. **Effective Date and Term.**

(a) This Amendment Agreement shall take effect on the date it is fully executed by the Authorized Officer of all of the Parties.

(b) This Amendment Agreement shall continue in full force and effect until:

1) All of the anticipated $200 million of Mayfield Grant Funding has been distributed to the Parties in accordance with this Amendment Agreement and there are no additional Mayfield Grant Funds available to be distributed; or

2) This Amendment Agreement is terminated by the mutual consent of all of the Parties, in writing.

4. **The Original ILA is hereby amended as follows:**

(a) All references to “*Year Two of Four*” are hereby deleted and are replaced by, “*Year Two of Four,*” “*Year Three of Four,*” and “*Year Four of Four*”.

(b) **Paragraph “4,”** which paragraph is captioned “*DISTRIBUTION OF FUNDS,*” is deleted in its entirety and replaced by paragraph “5” below.
5. **DISTRIBUTION OF FUNDS.**

(a) If the State appropriates the anticipated “Year Two of Four,” “Year Three of Four,” and “Year Four of Four” $50 million allocations of Mayfield Grant Funding, all such Funding so received shall be distributed to the Parties in accordance with and pursuant to the distribution schedule set forth below.

### STATE WASTEWATER FUNDING SCHEDULE

<table>
<thead>
<tr>
<th>Wastewater Project (Recipient)</th>
<th>Year 2-4 Total Amount</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Islamorada</td>
<td>$24.50</td>
<td>$ 7.00</td>
<td>$ 8.75</td>
<td>$ 8.75</td>
</tr>
<tr>
<td>Marathon</td>
<td>$34.50</td>
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<td><strong>TOTAL In Millions</strong></td>
<td><strong>$150.00</strong></td>
<td><strong>$50.00</strong></td>
<td><strong>$50.00</strong></td>
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(b) In the event the State appropriates less than the anticipated $50 million yearly allocation of “Year Two of Four,” “Year Three of Four,” and “Year Four of Four” of Mayfield Grant Funding, all such Funding received shall be distributed to the Parties on a pro rata basis pursuant to the distribution schedule as set forth in paragraph 5. (a) above. If the provisions of this paragraph are triggered, the remaining allocation for that year will be completed prior to the distribution of funds for any subsequent year on the schedule.

6. **ENTIRE AGREEMENT**

This Amendment Agreement and the Original ILA embody the entire agreement between the Parties with reference to the distribution of the balance of the $150 million of Mayfield Grant Funds. In the event of any conflict or inconsistency between the provisions of the Original ILA and this Amendment Agreement, the provisions of this Amendment Agreement shall control and govern. This Amendment Agreement may be modified and amended only by written instrument executed by the Parties hereto. However, two or more parties to this agreement may agree by a separate agreement to redistribute or reallocate their respective shares of the anticipated funds as set forth in the schedule in paragraph 5(a) by written instrument, which only needs to be executed by the parties to that separate agreement, subject to appropriate State approvals.
7. *Original ILA remains in full force and effect*

Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Original ILA shall remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment Agreement shall not, in any manner impair the Original ILA, the purpose of this Amendment Agreement being simply to amend and ratify the Original ILA, as hereby amended and ratified, and to confirm and carry forward the Original ILA, as hereby amended, in full force and effect.

8. **Joint Cooperation.**

In accordance with paragraph “7” of the Original ILA, the Parties agree to cooperate and to use their best efforts and their joint resources to advocate for the appropriation of the balance of the $150 million of Mayfield Grant Funds, and the distribution of those said funds directly to the Parties in accordance with the distribution schedule as set forth in herein.

9. **Severability.**

If any provision or part of a provision of this Amendment Agreement is found by a court, arbitrator or other authority of competent jurisdiction to be void or unenforceable, that provision or part of a provision is to be deemed deleted from this Amendment Agreement and the remaining provisions to continue in full force and effect. The Parties shall in this event seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable.

10. **Third Party Rights.**

No provision of this Amendment Agreement is be construed as creating any rights enforceable by a third party, and all third party rights implied by law are, to the extent permissible by law, excluded from this Amendment Agreement.
11. **JOINT PREPARATION.**

The preparation of this Agreement has been a joint effort of the Parties, and this Agreement has been carefully reviewed by the Parties. Therefore this Agreement shall not, solely as a matter of judicial interpretation, be construed more severely against one of the Parties than the other.

12. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which, when so executed and delivered, shall be an original and all of which shall together constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. A facsimile version of any signature shall be deemed an original for all purposes.

13. **INTERLOCAL AGREEMENT.**

This Agreement shall constitute an inter-local agreement pursuant to Section 163.01, Florida Statutes.

**IN WITNESS WHEREOF,** the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.

**[SIGNATURES ON FOLLOWING PAGES]**
BOARD OF COUNTY
COMMISSIONERS OF MONROE
COUNTY, FLORIDA

George Neugent, Mayor

ST: Amy Heavilin, Clerk

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Robert B. Shillinger, County Attorney

Page 7 of 13
Amendment to
“State Wastewater Funding Distribution Agreement For ‘Year Two Of Four’”
CITY OF KEY COLONY BEACH, FLORIDA

[Signature]
Ronald A. Sutton, Mayor

(SEAL)

ATTEST:

[Signature]
Cathy Henninger, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Thomas D. Wright, City Attorney

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Amendment to
"State Wastewater Funding Distribution Agreement For 'Year Two Of Four'"
CITY OF KEY WEST, FLORIDA

Craig Cates, Mayor

Cheryl Smith, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Shawn Smith, City Attorney

Page 9 of 13

Amendment to
“State Wastewater Funding Distribution Agreement For ‘Year Two Of Four’”
FLORIDA

CITY OF MARATHON,

[Signature]
Mike Cinque, Mayor

(SEAL)

ATTEST:

Diane Clavier, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John Herin, City Attorney
FLORIDA KEYS AQUEDUCT AUTHORITY

J Robert Dean, Chair

(SEAL)

ATTEST:

Elvie Lanz
Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Robert T. Feldman, General Counsel

Page 11 of 13

Amendment to
"State Wastewater Funding Distribution Agreement For 'Year Two Of Four'"
KEY LARGO WASTEWATER TREATMENT DISTRICT

Robert Majeska, Chair

ATTEST:

Carol Walker
Carol Walker, District Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Raymond Giglio, General Counsel

Page 12 of 13

Amendment to
“State Wastewater Funding Distribution Agreement For ‘Year Two Of Four’”
ISLAMORADA, VILLAGE OF
ISLANDS, FLORIDA

Ken Philipson, Mayor

(SEAL)

ATTEST:

Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Nina Boniske, Village Attorney

Page 13 of 13

Amendment to
“State Wastewater Funding Distribution Agreement For ‘Year Two Of Four’”
STATE FINANCIAL ASSISTANCE AGREEMENT  
VILLAGE OF ISLAMORADA  
DEP AGREEMENT NO. LP44050 AMENDMENT NO. 1  

STATE OF FLORIDA GRANT ASSISTANCE  
PURSUANT TO LINE ITEMS 1626A AND 1672 OF THE 2014-2015 GENERAL APPROPRIATIONS ACT

This Amendment No. 1 is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (herein referred to as “Department”), the address for which is 2600 Blair Stone Road, MS 3050, Tallahassee, Florida 32399-2400, and the Village of Islamorada, Florida (hereinafter referred to as “Grantee” or Recipient”), whose address is 86800 Overseas Highway, Islamorada, Florida 33036 existing as a local government under the laws of the State of Florida. The purpose of the Agreement is to provide funds for the Islamorada Regional Collection and Transmission System project as provided in the proviso language in line items 1626A and 1672 of the 2014-15 General Appropriations Act.

WHEREAS, the Department and the Local Government entered into a Financial Assistance Agreement, Number LP44050; and

WHEREAS, the legislature has appropriated additional funds for Keys projects, and

WHEREAS, the inter-local agreement between the local governments in the Keys have established the allocation of funds from this appropriation.

NOW, THEREFORE, the parties hereto agree as follows:

1. Additional funds in an amount not to exceed $7,000,000 are appropriated. However, none of these funds shall be available to disburse to the Local Government until after the proceeds from the bonds authorized in line 1672 of the 2014-2015 General Appropriations Act have been deposited.

2. Section 3.A. of the Agreement is deleted and replaced as follows:

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 $27,000,000 toward the total estimated project cost of $115,590,892. The actual grant amount will be based on the proceeds resulting from the issuance of bonds authorized pursuant to section 215.619, Florida Statutes, and specifically provided for in line item 1592A of the 2012-2013 General Appropriations Act and line item 1626A of the 2014-2015 General Appropriations Act.

In all events, the Grantee shall complete the work described in Attachment A no later than December 31, 2015, pursuant to subsection 403.086(10), Florida Statutes. The Grantee shall establish and collect sufficient local rates, fees and other charges, and undertake such other financial arrangements as are necessary to timely complete the entire project.
3. All other terms and provisions of the Grant Assistance Agreement shall remain in effect.

This Amendment I to Financial Assistance Agreement LP44050 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

VILLAGE OF ISLAMORADA, FL

By: [Signature]
Village Manager

Date: 1/26/15

STATE OF FLORIDA
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Deputy Director
Division of Water Resource Management

Date: JAN 30 2015

Tim Banks, DEP Grant Manager

FEID No.: 65-0830851

Approved as to form and legality:

[Signature]
DEP Attorney

DEP Agreement No. LP44050, Amendment No. 1. Page 2 of 2