

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Petroleum Cleanup Contract Renewal GC634

DEPARTMENT: Public Safety **DIVISION:** EM/Petroleum Storage Tanks

AUTHORIZED BY: KM Roberts **CONTACT:** Jim Russell **EXT.** 2332

Agenda Date 6-14-05_ Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Board approval and authorization for Chairman to execute Amendment 3 of DEP Contract GC634, renewing current contract through June 30, 2009.

BACKGROUND:

Seminole County currently has a contract with the State of Florida, Department of Environmental Protection, Petroleum Storage Tanks Bureau (FDEP-BPSS), to perform petroleum clean-up oversight functions in Seminole and Lake Counties.

The original contract was entered into on June 28, 2001. A subsequent contract was entered into on July 15, 2002, to provide petroleum clean-up oversight services for Lake County, FL. The contracts will expire on June 30, 2005. Through these contracts, the State has provided over \$1.5 million for clean-up activities in Seminole and Lake Counties since program inception. This is a 100% State funded program.

Extending this contract will continue to provide full State funding for the Petroleum Clean-up Program to protect the water resources of Seminole County through June 30, 2009.

Reviewed by:
Co Atty: <u>am</u>
DFS: <u>[Signature]</u>
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CPSEM01</u>



MEMORANDUM

TO: Ann Colby
 Assistant County Attorney

Through: Kenneth M. Roberts
 Director – Department of Public Safety

Through: Stephen Watts
 Manager – Division of Emergency Management

FROM: James B. Russell, P.E.
 Program Manager (acting)

SUBJ: Revised Task Assignment

DATE: May 10, 2005

2005 MAY 12 AM 8:41
 COUNTY ATTORNEY'S OFFICE

Attached, please find all the documentation associated with the revisions to Task Assignment # GC634 for review prior to presentation to the County Commission for approval. If you have any questions, please feel free to contact me at (407) 665-2332.

Attachments:

- Amendment 3 W & W/o Revisions
- Draft Attachment B-2 (Revised Contract Definitions)
- Attachment H-2 (Second Revision Special Audit Requirements)
- Exhibit – 1 Funds Awarded
- Attachment L1-1 Year End Financial Statement
- Attachment L2-1 Guidelines For Preparing Year End Financial Statement
- Original copy of Task Assignment # GC834

DEP CONTRACT NO. GC634
AMENDMENT NO. 3

COPY

THIS CONTRACT as entered into on the 28th day of June, 2001, and amended on the 15th day of July, 2002, and on the 23rd day of July, 2003, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the language of the Contract allows for a four-year time extension upon satisfactory performance by the Contractor; and,

WHEREAS, the Department feels that the Contractor has met both administrative and technical requirements of the Contract; and,

WHEREAS, petroleum contamination site cleanup related services need to continue in Seminole and Lake Counties; and,

WHEREAS, the Contractor is willing to perform such services; and,

WHEREAS, additional changes to the Contract are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

- The first sentence of Paragraph 6. is hereby revised to change the end date of the Contract to June 30, 2009.
- Paragraph 6. is hereby revised by adding the following language at the end of the paragraph:

The Contract renewal option provided herein is brought into effect by execution of Amendment No. 3. All terms of Amendment No. 3 shall apply beginning July 1, 2005.
- Paragraph 17. is hereby revised to change the Facsimile number for the Department's Contract Manager to (850) 412-0550.
- Paragraph 17. is hereby revised to change the information for the Contractor's Contract Manager to read as follows:

Contractor

Seminole County, Florida
Department of Public Safety
Petroleum Storage Tanks Bureau
Attention: James Russell
510 West Lake Mary Boulevard
Sanford, FL 32773-6179
Telephone: (407) 665-2332
Facsimile: (407) 665-2341
Email: jrussell02@seminolecountyfl.gov

- Paragraph 18. is hereby revised to change the name of the Contractor's Contract Manager to James Russell and the phone number to (407) 665-2332.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

-- Paragraph 25. is hereby deleted in its entirety and replaced with the following language:

25. A. In addition to the requirements of the preceding paragraph, the Contractor shall comply with the applicable provisions contained in Attachment H-2, Second Revised Special Audit Requirements, attached hereto and incorporated herein by reference. Exhibit 1 to Attachment H-2 summarizes the funding sources supporting the Contract for purposes of assisting the Contractor in complying with the requirements of Attachment H-2. A revised copy of Exhibit 1 must be provided to the Contractor for each amendment which authorizes a funding increase or decrease. If the Contractor fails to receive a revised copy of Exhibit 1, the Contractor shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Contractor 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 Contract. The Contractor shall consider the type of financial assistance (federal and/or state) identified in Attachment H-2, Exhibit 1 when making its determination. For federal financial assistance, the Contractor 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 Contractor shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number FSAA_CL2) that can be found under the "Links/Forms" section appearing at the following website:

<http://www.fsa.state.fl.us/>

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

-- The following language is added to the Contract as Paragraph 36.:

36. Land acquisition is not authorized under the terms of this Contract.

-- Paragraph 36. is renumbered as Paragraph 37.

-- Attachment B-1, Contract Definitions (Revised 6/03), is hereby deleted in its entirety and replaced with **Attachment B-2, Revised Contract Definitions**, attached hereto and made a part of the Contract. All references in the Contract to Attachment B-1 shall hereinafter refer to **Attachment B-2, Revised Contract Definitions**.

-- Attachment H-1, Revised Special Audit Requirements (Revised 6/03), is hereby deleted in its entirety and replaced with **Attachment H-2, Second Revised Special Audit Requirements**, attached hereto and made a part of the Contract. All references in the Contract to Attachment H-1 shall hereinafter refer to **Attachment H-2, Second Revised Special Audit Requirements**.

-- Attachment L1, Local Program Petroleum Cleanup Contract Year End Financial Statement, is hereby deleted in its entirety and replaced with **Attachment L1-1, Revised Local Program Petroleum Cleanup Contract Year End Financial Statement**, attached hereto and made a part of the Contract. All references in the Contract to Attachment L1 shall hereinafter refer to **Attachment L1-1, Revised Local Program Petroleum Cleanup Contract Year End Financial Statement**.

-- Attachment L2, Local Program Petroleum Cleanup Contract Guidelines for Preparing Year End Financial Statement, is hereby deleted in its entirety and replaced with **Attachment L2-1, Revised Local Program Petroleum Cleanup Contract Guidelines for Preparing Year End Financial Statement**, attached hereto and made a part of the Contract. All references in the Contract to Attachment L2 shall hereinafter refer to **Attachment L2-1, Revised Local Program Petroleum Cleanup Contract Guidelines for Preparing Year End Financial Statement**.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

SEMINOLE COUNTY, FLORIDA

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Title:*



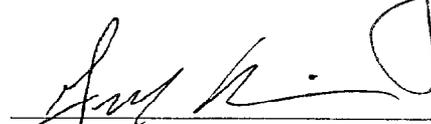
Chief, Bureau of Petroleum Storage Systems

Date:

5-19-05

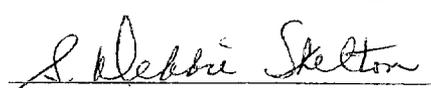
Date:

Attest:



Grace Rivera, DEP Contract Manager

Seminole County Clerk



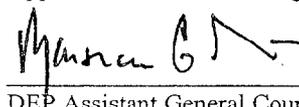
DEP Contracts Administrator

Approved as to form:



Seminole County Attorney

Approved as to form and legality:



DEP Assistant General Counsel

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	B-2	Revised Contract Definitions (2 Pages)
Attachment	H-2	Second Revised Special Audit Requirements (5 Pages)
Attachment	L1-1	Revised Local Program Petroleum Cleanup Contract Year End Financial Statement (1 Page)
Attachment	L2-1	Revised Local Program Petroleum Cleanup Contract Guidelines for Preparing Year End Financial Statement (3 Pages)

ATTACHMENT B-2
REVISED CONTRACT DEFINITIONS

The following terms are defined below for use in the Contract:

Active Site: An active petroleum cleanup site is a site that is being actively managed by the county. A site is actively managed when the county is performing all necessary activities to bring the petroleum cleanup site to either No Further Action or Site Rehabilitation Completion with or without conditions. As such work orders to cleanup contractors, reviewing reports and processing invoices also constitute an active site. All technical and administrative services performed by the county need to be in accordance with Attachment A of the contract.

The Department will accept correspondence between the cleanup section of the county and the responsible party or his or her designee to verify that the county is actively working on a site. Such documentation may include:

- letters
- phone log records
- e-mail
- Fax facsimiles

The Facility ID number and Facility name need to be part of all correspondence. These documents need to part of the county cleanup site file and the Department site file.

Department Facility Identification Number (FAC ID#): a nine digit numbering system which assigns a separate number to each known registered Petroleum Contamination Site. This numbering system is generated by DEP.

Discharge Report Form (DRF): a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to FDEP when a discharge occurs at their facility.

Eligible Petroleum Clean-up Contract Site (Eligible Site): a site that has been assigned a Department Facility Identification Number (FAC ID#), qualifies for IPTF funding and the Department has forwarded, to the county, the Contractor Designation Form (CDF) or the approval to initiate site cleanup.

Full Time Equivalent (FTE): employee(s) whose work hours total two thousand eighty (2080) per year.

Ineligible Petroleum Clean-up Contract Site (Ineligible Site): a site that has been assigned a Department Facility Identification number (FAC ID#), has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following *Non-program Site Management Procedures (SMP), completing Numbers 1,2 and 3, of the SMP* at a minimum.

Inland Protection Trust Fund (IPTF): the trust fund established by the legislature which provides all funds for the petroleum prevention and clean-up program established by Section 376.3071, F.S.

Involuntary Cleanup Site: a petroleum contaminated site that has an owner or responsible party who has been forced to clean up their site via a DEP or county enforcement action and which is an ineligible site.

No Further Action With or Without Conditions (NFA/NFAC): an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-770, F.A.C. with or without institutional or engineering controls.

Non-program: see Ineligible Site definition.

Non-program Site Management Procedure (SMP): see Attachment K.

Petroleum Cleanup Preapproval Program Standard Operating Procedures (SOP) Manual: a procedures manual, published by the Bureau of Petroleum Storage Systems which provides specific information, guidance and procedures on the Petroleum cleanup program.

Petroleum Cleanup Site: any site currently being cleaned up in accordance with Chapter 62-770, F.A.C., procedures including non-program sites, voluntary cleanup sites, preapproval sites, and state cleanup sites.

Petroleum Contamination Tracking System (PCT): a DEP database that is used to keep track of information regarding petroleum contaminated sites.

Preapproval: as defined in Section 376.30711, F.S., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP – see definition above). Generally, all work conducted at an Eligible Site (see definition above) must be reviewed and approved by the site manager before work is conducted or costs incurred.

Professional Engineer (PE): an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (PG): an individual licensed to practice geology in Florida pursuant to Chapter 492, F.S.

Remedial Action Plans (RAPs): see Chapter 62-770, F.A.C.

Significant non-compliance (SNC): – refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance - A (SNC – A).
These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.
- Significant Non-Compliance - B (SNC – B).
These violations are considered high priority due to their potential for harm. They are identified on the data entry/checklist by bold print.
- Minor violation – (MIN).
These violations are considered low priority. They are identified by regular type font on the data entry/checklist.

Site Assessment Reports (SARs): reports which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-770, F.A.C.

Site Rehabilitation Completion Orders (SRCOs): see definition for No Further Action with or without conditions.

State Cleanup Site: an eligible program site within the current funding score range for which the responsible party has not designated a preapproval contractor and is being worked on by a DEP state cleanup contractor or state cleanup sub-contractor.

Storage Tank Contamination Monitoring (STCM): see definition for Petroleum Contamination Tracking System.

Voluntary Cleanup Site: an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense.

Warning Letter: letter issued by the Contractor to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-770 F.A.C. time frames for document submittal are not met.

ATTACHMENT H-2

SECOND REVISED SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

PART V: RECORD RETENTION

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

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EXHIBIT - 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Inland Protection Trust Fund—Line Item 1767	2001/2002	37.024	Petroleum Contamination Site Cleanup	\$0.00	104132
Task Assignment No. 1	Inland Protection Trust Fund—Line Item 1767	2001/2002	37.024	Petroleum Contamination Site Cleanup	\$256,217.54	104132
Task Assignment No. 2	Inland Protection Trust Fund—Line Item 1786A	2002/2003	37.024	Petroleum Contamination Site Cleanup	\$328,310.82	104138
Task Assignment No. 2, Change Order No. 1	Inland Protection Trust Fund—Line Item 1786A	2002/2003	37.024	Petroleum Contamination Site Cleanup	\$19,421.46	104138
Task Assignment No. 3	Inland Protection Trust Fund—Line Item 1655	2003/2004	37.024	Petroleum Contamination Site Cleanup	\$534,396.79	104138
Task Assignment No. 3, Change Order No. 1	Inland Protection Trust Fund—Line Item 1655	2003/2004	37.024	Petroleum Contamination Site Cleanup	-\$10,997.16	104138
Task Assignment No. 4	Inland Protection Trust Fund—Line Item 1717	2004/2005	37.024	Petroleum Contamination Site Cleanup	\$426,177.39	104138

Total Award				\$1,553,526.84	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. 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.

**REVISED LOCAL PROGRAM PETROLEUM CLEANUP CONTRACT
YEAR END FINANCIAL STATEMENT**

**This Statement is due by September 30th of each year for the preceding State fiscal year
(July 1st – June 30th) Provide Actual amounts NOT budget amounts**

SECTION I

Contractor Name: _____
 Contract Number GC ____ Task Assignment Number ____
 Statement Preparation Date: _____
 Year (or period) Covered by Report: July 1, _____ thru June 30, _____

SECTION II – INCOME

1. Beginning Balance from prior year (carry forward)		\$
2. Funds received from DEP	(for Task listed above)	\$
3. Invoices submitted not yet paid	(for Task listed above)	\$
4. Total received and due from DEP	(total lines 2 & 3)	\$
5. Total Income and carryforward	(total lines 1 & 4)	\$

SECTION III – EXPENSES (For Task listed above)

6. Salary and Benefits		\$
7. Travel		\$
8. Equipment Purchased		\$
9. Vehicle Expenses		\$
10. All other Expenditures		\$
11. Total Expense for the reporting period listed above	(total lines 6 thru 10)	\$

SECTION IV – RECAP

12. Total income for task year	(line 4)	\$
13. Total expenses for task year	(line 11)	\$
14. Current year task balance	(line 4 – line 11)	\$
15. Total income	(line 5)	\$
16. Total expense	(line 11)	\$
17. FUNDS BALANCE	(line 5 – line 11)	\$
18. Carry forward to next Task Assignment	(if line 17 > 0)	\$

- Do not carry forward negative balances.
- Include any interest earned on Income balance.
- Attach plan and schedule for use of Funds if balance (line 17) is more than 10% of Line 4.
- Section 376.3071, F.S. prohibits the use of Inland Protection Trust Fund monies for purposes other than those specified in that section.

Printed name: _____
 Signature: _____ Title: _____ Date: _____

ATTACHMENT L2-1
REVISED LOCAL PROGRAM PETROLEUM CLEANUP CONTRACT
GUIDELINES FOR PREPARING YEAR END FINANCIAL STATEMENT

The following guidelines were developed to serve as a convenient reference to those responsible for preparing the Annual Fiscal Year End Financial Report as required by Attachment A, Section 7.D of the petroleum contamination site cleanup Contracts with local governmental entities.

Before completed financial reports are submitted, each line item on the current and previous reports should be compared for consistency and reviewed for accuracy. If a previous report had an incorrect entry(ies), an amended financial report must also be submitted.

SECTION I

Enter the date the financial report was prepared, and the period covered by the report. If the period covered is not a full year, cross out the inappropriate months and enter the correct dates. This would usually only apply to the first year of the contract if the signing has not occurred on or before July 1. If the contract was ended prior to its maturity, it may be necessary to cross out the ending month of June 30.

Enter the contract number and the task assignment number.

SECTION II-INCOME

Section II includes all income from the Department of Environmental Protection (DEP) for the contract's task as noted in Section I.

Line 1. The amount entered on this line should be equal to the carry forward balance (Section IV Line 14) from the previous financial report. If it does not, provide an explanation unless the prior balance was a negative number, in which case no explanation is necessary. If the report is for the first task assignment of a new contract, the amount would usually be zero (0). If there is a carry forward from a previous **contract**, enter that amount and provide an explanation. The explanation should include any agreement for the carry forward, together with a plan for the use of the carry forward funds. Any plan should include expected execution dates. Do not enter a negative balance on this line. If the previous report balance is negative or zero, enter a zero (0).

Line 2. Enter the amount of funds invoiced and paid by DEP for the task identified in Section I.

Line 3. Enter the amount of funds invoiced but not yet paid by DEP for the task identified in Section I.

Line 4. Total lines 2 and 3. The amount on this line should equal the amount of the task assignment. If it does not, provide an explanation.

Line 5. Total lines 1 and 4.

SECTION III-EXPENSES

Section III includes all expenses related to work for the contract's task identified in Section I. Retain supporting expense documentation for audit verification.

Line 6. Enter the total of salaries, wages and benefits paid for work related to the task identified in Section I. Include full time employees, part time employees, and any pro-rated amounts for executive and support functions that are charged to this contract.

Line 7. Enter the total amount spent for travel expense related to the task identified in Section I. Include vehicle expense related to travel for meetings and training but not routine travel or maintenance.

Line 8. Enter the total amount of purchases of equipment, when the cost is equal to or greater than \$1,000.00, and is related to the task identified in Section I. Keep a list of equipment for audit verification. If the purchase is capitalized and depreciated over time, enter the year's depreciation charge and provide a copy of Attachment F, Property Reporting Form, or an explanation that includes the name of the equipment, the amount of purchase, serial or identifying numbers or marks, the depreciation method, and expected life of the equipment.

Line 9. Enter the total of vehicle expenses not already entered on Line 7. This includes fuel, maintenance, repairs, and insurance.

Line 10. Enter all other expenses incurred for work related to the task identified in Section I, and not entered on any other line of this report. Include INDIRECT COSTS. Indirect costs are defined as costs not directly associated with the task assignment work, but are necessary for ongoing work related to the Contract. For example: rent, utilities, oversight by executive management, personnel, and accounting.

Line 11. Total lines 6 and 10.

SECTION IV-RECAP

Line 12. Enter the amount shown on line 4, Section II.

Line 13. Enter the amount shown on line 11, Section III.

Line 14. Subtract line 13 from line 12 and enter the result on line 14.

Line 15. Enter the amount shown on line 5, Section II.

Line 16. Enter the amount shown on line 11, Section III.

Line 17. Enter the balance after subtracting line 13 from 12. If this amount is more than 10% of funds received and due from DEP as reported on Line 4, provide a plan for the usage of the funds, and estimate when the usage will occur.

Line 18. Enter the amount from line 17 if it is greater than zero. If line 17 is zero or negative enter zero.

SECTION V

Printed name and signature of the person responsible for the submission of the financial report.

SPECIAL NOTE

If the Contractor's fund balance amount exceeds its current year Task Assignment amount by ten percent (10%) or less, Contractor may retain the surplus provided that such surplus must be used pursuant to the provisions of this contract, the Task Assignment and Section 376.3071, F.S. If Contractor's fund balance exceeds its current year Task Assignment by more than ten percent (10%), the Contractor shall refund to the DEP any and all amounts in excess of ten percent (10%) of the Task Assignment amount. , However, if the Contractor submits to DEP, with the Fund Balance Report, a written proposal to retain the funds that exceed the ten percent (10%) of the Task Assignment, the DEP at its sole discretion, will determine whether the Contractor may retain the funds that exceed the Task Assignment by more than ten percent (10%).