

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020148

1. REQUESTED MOTION:

ACTION REQUESTED: Approve a grant agreement with the Florida Department of Environmental Protection, Office of Greenways and Trails, for the purchase of a rotary tiller to support management of the Hickey Creek/Greenbriar Greenway conservation property. Approve Budget Amendment Resolution in the amount of \$4,700.

WHY ACTION IS NECESSARY: Accepts grant funds from the Florida Department of Environmental Protection, Office of Greenways and Trails for the Hickey Creek/Greenbriar Greenway conservation property.

WHAT ACTION ACCOMPLISHES: Agreement sets up the criteria for the grant for creation and maintenance of fire lanes at the Hickey Creek/Greenbriar Greenway conservation property.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 05**

11 C11A

3. MEETING DATE:

02-26-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Parks & Recreation
- C. DIVISION

BY: John Yarbrough

John Yarbrough

7. BACKGROUND: Parks and Recreation staff applied for funding through the Florida Department of Environmental Protection, Office of Greenways and Trails, for the purchase of a rotary tiller to support management of the Hickey Creek/Greenbriar Greenway conservation property. Approximately 7 acres was purchased through OGT sublease #4278-01. Lee County will use the rotary tiller to facilitate fire lane establishment and maintenance in support of the onsite prescribed burn program.

Funds will be made available account 12067712800.506410 (Parks and Recreation-Parks and Recreation Operations-Hickey Creek Fund-N/A Subfund-Furniture and Equipment)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

CCM

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
<i>JY 2/12/02</i>	<i>N/A</i>	<i>N/A</i>		<i>[Signature]</i>	<i>OA CA 2/14/02</i>	<i>OM 2/14/02</i>	<i>Risk JP 2/14</i>	<i>GC 2/14/02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
by CO. ATTY.
2/12/02
11:50 AM
CO. ATTY.
FORWARDED TO:
ADMIN.
4:39 pm 2/12/02

RECEIVED BY
COUNTY ADMIN.
2/12/02
4:35 pm
1/14 3:30

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT REVIEW FORM**

DEP CONTRACT NO. S0015

(1) ORIGINAL XXX AMENDMENT NO. _____ CHANGE ORDER NO. _____ FUNDING LETTER INCREASE NO. _____

(2) CONTRACTOR, MAILING ADDRESS & TELEPHONE #
Lee County Parks and Recreation
3410 Palm Beach Blvd.
Fort Myers, Florida 33916
Attn: Jerry Cutlip, Manager
PHONE# 941/461-7454 FAX: 941/461-7460

(3) Contractor FEID/SSN:
59-6000702

(5) DMS CLASS CODE: 991-670

(7) BEGIN DATE: Upon Execution END DATE: May 15, 2002

(4) TYPE: SERVICES _____ COMMODITIES _____
XXX
GRANT _____ CONCESSION _____

OTHER _____
(6) PROCUREMENT METHOD: Exempt - Gov't

(8) SUBJECT/DESCRIPTION:
Hickey Creek/Greenbriar Greenway, Lee County, Fl.
(OGT Sublease 4278-01)

To provide maintenance of these conservation lands by having prescribed burns and creating and maintaining fire lanes, maintaining trails, controlling cogongrass, and Creating areas for scrub jay capture and study.

(9) TOTAL AMOUNT: \$ \$4,700
ARE FEDERAL FUNDS SUPPORTING THIS CONTRACT? NO
IF YES, SPECIFY THE FEDERAL FUNDING SOURCE AND CFDA NO.: _____

ARE GRANTS-IN-AID APPROPRIATIONS SUPPORTING THIS CONTRACT? NO
IF YES, LIST THE LINE ITEM APPROPRIATION NO.: _____

(10) DELEGATION OF AUTHORITY: Directive DEP 152
(11) CMBE: _____
(12) ARE EQUIPMENT PURCHASES AUTHORIZED UNDER THIS AGREEMENT? YES
IF YES, WILL DEP RETAIN EQUIPMENT UPON CONTRACT COMPLETION? NO

(13) COMMENTS/EXPLANATION: _____

(14) ORGANIZATION CODE	E. O.	OBJECT CODE	MODULE	SPECIAL CATEGORY	GRANT NUMBER	YR.	AMOUNT
37 52 60 06 001	KH	750000	U1600	103886	S0015	01/02	\$4,700.00
37							\$
37							\$

(15) DIVISION/DISTRICT: Office of Greenways and Trails (16) BUREAU/OFFICE: Office of Greenways and Trails
(17) PROJECT MANAGER: James M. Wood, OMC Manager (18) TELEPHONE NO.: (850)488-3701 M.S.# 795

(19) Approved By - Signature: _____ / Date: _____
Contract Manager/Originator: _____ / _____
Budget Representative: _____ / _____
Bureau Chief: _____ / _____
Division Director: _____ / _____
Quality Assurance: N/A / _____
Contracts Administrator: [Signature] / 1/12/02
Purchasing: N/A / _____
*General Counsel: [Signature] / 1/12/02
IRM/BIS: N/A / _____
INTRPAC: N/A / _____

(20) Notes/Instructions (Reviewers Only)
Note to Chrisy Smith - Copy of executed agreement must be provided to the Div. of State Lands for inclusion in the file for the Property Sublease Agreement No. 4278-01.

DEP CONTRACTS SECTION USE ONLY
CSFA: 37053
Recipient Type: C
County: Lee
Recipient Relationship - Checklist Completed.

*General Counsel review not required for contracts not exceeding \$23,000 and using DEP 11-011.

DEP AGREEMENT NO. S0015
STATEWIDE GREENWAYS DEVELOPMENT GRANTS PROGRAM AGREEMENT
FOR HICKEY CREEK/GREENBRIAR GREENWAY
PURSUANT TO LINE ITEM 1799 OF THE SFY 2001-2002 APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 (hereinafter referred to as the "Department") and the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Lee County Parks and Recreation, 3410 Palm Beach Boulevard, Fort Myers, Florida 33916 (hereinafter referred to as "Grantee" or "Recipient"), a Florida local government, to provide improvements to Hickey Creek/Greenbriar Greenway.

In consideration of the mutual benefits to be derived herefrom, 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", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than June 30, 2003, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement.
3. 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 \$4,700. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment B**). In addition to the summary form, the Grantee must provide from its accounting system, a listing 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. No travel expenses are authorized under the terms of this Agreement. The Department also reserves the right to audit the Grantee's disbursements, as it deems necessary. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
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. The Grantee shall submit an invoice(s) for the cost of equipment purchased under this Agreement and quarterly progress reports describing the management services of the Hickey Creek/Greenbriar Greenway undertaken with this equipment during the reporting period and proposed work for the next reporting period. The parties hereto understand that the funding provided under this Agreement may be expended/reimbursed early in the Agreement period. However, the Grantee agrees that the management services described in Attachment A will be carried out during the full term of the Agreement. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. 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.

7. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 15.
8. 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.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three 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.
10. In addition to the provisions contained in paragraph 9 above, the Grantee shall comply with the applicable provisions contained in **Attachment C**. A revised copy of **Attachment C**, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. If the Grantee fails to receive a revised copy of **Attachment C**, Exhibit-1, the Grantee shall notify the Department's Contracts Administrator at 850/922-5942 to request a copy of the updated information.
11.
 - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. 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.
 - B. 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. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
12. 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.
13. 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 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.
14. The Department's Grant Manager for this Agreement is identified below.

James M. Wood, OMC Manager
Office of Greenways & Trails
Department of Environmental Protection
3900 Commonwealth Blvd., MS795
Tallahassee, Florida 32399-3000
Phone: 850/488-3701
FAX: 850/922-6302
E-Mail: Jim.M.Wood@dep.state.fl.us

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

Jerry Cutlip, Manager
Lee County Parks and Recreation
3410 Palm Beach Blvd.
Fort Myers, Florida 33916
Phone: 941/461-7454
Fax: 941/461-7460
E-Mail: cutlip@leegov.com

16. 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 his employees not otherwise protected.
17. 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.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
19. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment D**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
21. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
22. 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.

23. The Grantee agrees to procure and maintain policies of fire, extended risk, and liability insurance coverage in an amount equal to the full insurable replacement value of any improvements made and/or fixtures installed at the Hickey Creek/Greenbriar Greenway. The Grantee is responsible for maintaining insurance on the improvements and/or fixtures in accordance with the DEP/OGT – Hickey Creek/Greenbriar Greenway, Sublease Agreement No. 4278-01. Upon termination of the Sublease Agreement, the Grantee agrees that all improvements/fixtures at the subject site shall be transferred to the Florida Department of Environmental Protection. The parties hereto understand and agree that this provision shall survive the completion date of this Agreement.
24. 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.

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

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Chairman

By: _____
Secretary or designee

Date: _____

Date: _____

DEP Grant Manager

Theresa E. Gray

DEP Contracts Administrator

Approved as to form and legality:

Mason B...

DEP Attorney

FEID No.: 59-6000702

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (1 Page)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Property Reporting Form (1 Page)</u>

ATTACHMENT A

PROJECT WORK PLAN
HICKEY CREEK/GREENBRIAR GREENWAY

1) CREATION & MAINTENANCE OF FIRE LANES - \$4,700

The Hickey Creek/Greenbriar Greenway was purchased under the Florida Greenways and Trails Acquisition Program. Lee County manages the property (approximately 7 acres) on behalf of the Office of Greenways and Trails through OGT Sublease #4278-01. This project is a connector between, and is managed as an integral part of, the Hickey Creek Mitigation Park and Greenbriar Swamp conservation lands.

Lee County is in need of a rotary tiller to support management of these conservation lands. Among the management activities that the equipment will facilitate is fire lane establishment and maintenance, in support of the onsite prescribed burning program. Prescribed burning is the primary management tool to protect the natural character and biological integrity of these lands. Variations in the seasonality and frequency of burning will occur depending upon individual unit objectives and the type of plant community involved. All prescribed burning will be conducted in cooperation with the Florida Fish and Wildlife Conservation Commission and the Florida Division of Forestry.

Other principal management activities that will be facilitated through use of this equipment are:

1. Trail maintenance at a public use facility (currently under construction).
2. Scrub jay capture/study through creation of bare ground areas within scrub jay territories.
3. Cogon grass control efforts.

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**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: _____

GRANTEE'S GRANT MANAGER: _____

DEP AGREEMENT NO.: _____

PAYMENT REQUEST NO.: _____

DATE OF REQUEST: _____

PERFORMANCE PERIOD: _____

AMOUNT REQUESTED:\$ _____

PERCENT MATCHING REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

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

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS
Salaries	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel (if authorized)	\$	\$	\$
Subcontracting:			
Planning	\$	\$	\$
Design	\$	\$	\$
Construction	\$	\$	\$
Construction Related Costs	\$	\$	\$
Equipment Purchases	\$	\$	\$
Supplies/Other Expenses	\$	\$	\$
Land	\$	\$	\$
Overhead	\$	\$	\$
TOTAL REQUESTED	\$	\$	\$
TOTAL GRANT AGREEMENT	\$		
Less Total Cumulative Payments of:	\$		
TOTAL REMAINING IN GRANT	\$		

GRANTEE CERTIFICATION

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

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

ATTACHMENT C

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 attachments.

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 Comptroller 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 \$300,000 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 \$300,000 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 \$300,000 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://aspe.os.dhhs.gov/cfda>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 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 Comptroller; 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 \$300,000 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 \$300,000 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 (CFSA), a recipient should access the Florida Single Audit Act website located at <http://sun6.dms.state.fl.us/fsaa/catalog.htm> or the Governor's Office of Policy and Budget website located at <http://www.eog.state.fl.us/> 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.flgov.com/>, Department of Banking and Finance's 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 Agreement 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 each of the following addresses:

Jim Wood
Florida Department of Environmental Protection
Office of Greenways and Trails
3900 Commonwealth Boulevard, MS 795
Tallahassee, Florida 32399-3000

Operations and Management Consultant Manager
Florida Department of Environmental Protection
Grants Development and Review Subsection (MS93)
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

- 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 each of the following addresses:

Jim Wood
Florida Department of Environmental Protection
Office of Greenways and Trails
3900 Commonwealth Boulevard, MS 795
Tallahassee, Florida 32399-3000

Operations and Management Consultant Manager
Florida Department of Environmental Protection
Grants Development and Review Subsection (MS93)
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

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

Jim Wood
Florida Department of Environmental Protection
Office of Greenways and Trails
3900 Commonwealth Boulevard, MS 795
Tallahassee, Florida 32399-3000

Operations and Management Consultant Manager
Florida Department of Environmental Protection
Grants Development and Review Subsection (MS93)
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

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

Jim Wood
Florida Department of Environmental Protection
Office of Greenways and Trails
3900 Commonwealth Boulevard, MS 795
Tallahassee, Florida 32399-3000

Operations and Management Consultant Manager
Florida Department of Environmental Protection
Grants Development and Review Subsection (MS93)
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, Comptroller, 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, Comptroller, 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.

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	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement 1799	CARL Trust Fund - Line Item	2001-2002	37053	Greenways Development Grant	\$4,700.00	103886
Total Award					\$4,700.00	

For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CFS) [<http://sun6.dms.state.fl.us/fsaa/catalog.htm>]. 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 D

**PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0015
(For Property With Grantee Assigned Property Control Numbers)**

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a DEP Agreement (identify the property upgraded and the applicable DEP Agreement on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Department's Grant Manager, by DEP Agreement number, no later than January 31st for each year this Agreement is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE:	Grantee's Grant Manager:
	Date:

BELOW FOR DEP USE ONLY	
DEP GRANT MANAGER:	Date:
Maintain this document with a copy of the invoices supporting the cost of each item identified above in your Agreement file. If the Agreement is a cost reimbursement Agreement, make sure to send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment.	
DEP Grant Manager Signature:	

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Agreement.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management Section, as the Grantee will retain ownership of the equipment/property upon satisfactory completion of the Agreement.