

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

BLUE SHEET NO: 20030889

1. REQUESTED MOTION:

ACTION REQUESTED: Adopt a budget resolution in the amount of \$53,414 for the Waste Tire Grant issued by the Florida Department of Environmental Protection for the Waste Tire Grant for FY03-04 and authorize Chairman to sign and accept the Grant Agreement. Matching funds are not required.

WHY ACTION IS NECESSARY: To establish the budget for the Waste Tire Grant. Additionally, the FDEP requires the person signing acceptance forms be authorized by the governing board.

WHAT ACTION ACCOMPLISHES: Adjusts the Division's budget for grant expenditures and revenues. Also satisfies State guidelines for grant recipients.

2. DEPARTMENTAL CATEGORY: 8 - SOLID WASTE
COMMISSION DISTRICT #:

C8B

3. MEETING DATE:

08-12-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE _____
- ORDINANCE _____
- ADMIN. CODE _____
- OTHER Waste Tire Grant

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Environmental Services/Solid Waste
- BY: Lindsey Sampson, Director

DATE:

Lindsey Sampson 7/30/03

7. BACKGROUND: On July 8, 2003 the Board approved and authorized the Chairman to sign a Waste Tire Grant Application (Blue Sheet #20030786). The grant to Lee County has now been established by FDEP for \$53,414.00 with no matching funds required. Budget will be established in the following accounts for FY03-04:

	<u>Revenue</u>	<u>Expenses</u>
12072840100.334390.9004	\$53,414	
12072840100.503490		\$53,414

(Waste Tire Grant, Solid Waste System Operations, Other Constructed Services)

Attachment: Two (2) Waste Tire Grant Agreements and information/ instructions sheets.

ORIGINAL

8. MANAGEMENT RECOMMENDATIONS: Approve the requested motion

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR	PURCHASING	HUMAN RES.	Office of Budget Services				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
			OA	OM	Risk	GC			
<i>Lindsey J. Sampson, P.E.</i>	N/A	N/A					<i>S. Sampson</i> 7/31/03	<i>J. Jander</i> 7.30.03	
			<i>RK for pm 7/31</i>	<i>7/31/03</i>	<i>7/31/03</i>	<i>RK for RY 7/31</i>			

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN: *PM*
7-31-03
1:15
COUNTY ADMIN
FORWARDED TO:
7/31 5:00

Rec. by CoAtty
Date: *7/31/03*
Time: *11:45 am*
Forwarded To:
City Admin
7-31-03 1:05

RESOLUTION

Amending the Solid Waste Operations Fund #40100 Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Solid Waste Operations Fund #40100 budget for \$53,414 of the unanticipated revenue from the Florida Dept. of Environmental Protection and an appropriation of a like amount for other contracted services and;

WHEREAS, the Solid Waste Operations Fund #40100 budget shall be amended to include the following amounts, which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$72,966,793
Additions		
12072840100.334390.9004	Waste Tire Grant	53,414
Amended Total Estimated Revenues		\$73,020,207

APPROPRIATIONS

Prior Total:		\$72,966,793
Additions		
12072840100.503490	Other Contracted Services	53,414
Amended Total Appropriations		\$73,020,207

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Solid Waste Operations Fund #40100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

David B. Struhs
Secretary

TO: Recipients of Waste Tire Grants

FROM: Bobby Adams, Solid Waste Section

DATE: July 21, 2003

SUBJECT: FY03-04 Waste Tire Grant Agreements

We are pleased to award Waste Tire Grants to those counties with populations greater than 100,00 for the upcoming year totaling \$1.75 million. The allowable uses of the Waste Tire Grant are unchanged. But please read the grant conditions carefully since there have been changes made there. In particular, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) at some point during the grant term to evaluate the appropriateness of costs being submitted for reimbursement. This requirement is contained in item 4(B) of the grant's general conditions.

All of the necessary attachments and exhibits required for the grant are contained in this package. We have also included a Reimbursement Request Form and instructions for filling it out. On the form is a web address that may be used to download additional forms as needed.

Two signed copies of the grant agreement are included for your acceptance and signature. Allowable costs may be charged to the agreement beginning either October 1, 2003 or the date the agreement is signed by your authorized representative, whichever date is later.

Please have both copies of the agreement signed and return one of the originals to:

Department of Environmental Protection
Solid Waste Section, MS 4565
2600 Blair Stone Road
Tallahassee, Fl 32399-2400

ATTN: Bobby Adams

If you have any questions, please call Bobby Adams or Tony Partin at 850/245-8807. Our e-mail addresses are:

Bobby.Adams@dep.state.fl.us
Tony.Partin@dep.state.fl.us



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

David B. Struhs
Secretary

2003-2004 WASTE TIRE GRANT AGREEMENT

FOR STATE ASSISTANCE UNDER SECTION 403.7095, FLORIDA STATUTES

PART I - GRANT NOTIFICATION INFORMATION

1. Grant Agreement Number: WT415
2. Date of Award: July 1, 2003
3. Grant Title: **WASTE TIRE SOLID WASTE GRANT**
4. Grant Period: **October 1, 2003 – September 30, 2004**
5. Grant Amount: \$53,414
6. CSFA # and Project Name: 37.015 - Waste Tire and Playground Surfacing Grants
7. Grantee(s)/Recipient(s): LEE COUNTY
Address: 10550 Buckingham Road
Fort Myers, FL 33905
8. Grantee Fiscal Year End: September 30, 2004
9. Federal Employer Identification Number: 59-6000702
10. Authorized Representative:
Name: Ray Judah
Title: Chairman, Board of County Commissioners
Phone: (239) 338-3302
11. Contact Person:
Name: William T. Newman
Title: Recycling Coordinator
Address: 10550 Buckingham Road
Fort Myers, FL 33905
Phone: (239) 338-3302
12. Total county population from official 2002 Florida population estimates: 475,073
13. Issuing Office:
Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste (MS 4565)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
(850) 245-8707

PART II – GRANT CONDITIONS

GENERAL CONDITIONS:

1. The method of payment, for the period October 1, 2003 through September 30, 2004, will be on a reimbursement basis for direct costs only.
2. The Grantee shall elect to submit reimbursement requests on either a monthly or quarterly basis. The method chosen shall be followed for the entire Grant period. An original of the reimbursement request, with summaries and appropriate contracts attached, shall be due on the last day of the month following the end of the reporting period (monthly or quarterly). Each reimbursement request shall be submitted in detail sufficient for pre-audit and post-audit review.
3. Grant funds may be expended through September 30, 2004. A final reimbursement request must be submitted no later than October 31, 2004.
4.
 - A. Reimbursement requests must be signed by the designated authorized representative. This should be the same person who signed the Grant Agreement. If there is a change in the authorized representative during the Grant period, the Department must be notified of the new representative by resolution or minutes of a commission meeting.
 - B. In addition to the requirements in the paragraph above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Grant Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 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). All bills for amounts due under this Grant Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at www.dbf.state.fl.us/aadir/reference_guide.
5. Expenditures shall be limited to allowable items as listed in the Solid Waste Grants Program Rule: Section 62-716.620, Florida Administrative Code.
 - A. Construct or operate, or contract for the construction or operation of, a waste tire processing facility and equipment purchases therefore;
 - B. Contract for a waste tire processing facility service within or outside the county or state;
 - C. Remove or contract for the removal of waste tires from the county, region, or state;
 - D. Perform or contract for the performance of research designed to facilitate waste tire recycling and to operate waste tire recycling and waste tire education programs.
 - E. Establish waste tire collection centers at solid waste disposal facilities or waste tire processing facilities;
 - F. Provide incentives for establishing or expanding privately operated waste tire collection centers for the public;
 - G. In addition to the use specified in paragraph (c), abate and provide mosquito control relating to waste tire sites, or other tire piles, and other waste debris sites in the county identified by local mosquito control agencies as mosquito breeding areas;
 - H. Perform, or contract for the performance of, enforcement and prevention activities to prevent the illegal transportation and disposal of waste tires and other solid waste; and
 - I. Purchase materials and products made from waste tires that are collected and recycled within this state;

6. Up to five percent of a county's Grant may be used for administrative costs and planning or research studies to assess the feasibility of eligible projects within a county, or to assess the feasibility of establishing a regional waste tire program.
7. Each recipient of Grant funds shall maintain accurate records of all expenditures of Grant funds and shall assure that these records are available at all reasonable times for inspection, review or audit by Department personnel and other personnel authorized by the Department. Records shall be kept for a period of at least 5 years following the end of the Grant period. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code.
8. In addition to the provisions contained in the paragraph above, the Grantee shall comply with the applicable provisions contained in **Attachment A**. A revised copy of **Attachment A**, 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 Grant Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment A**. If the Grantee fails to receive a revised copy of **Attachment A**, Exhibit-1, the Grantee shall notify the Department's Grant Manager at 850/245-8707 to request a copy of the updated information.
9. Allowable costs may be charged to this Grant Agreement beginning October 1, 2003, or the date this Grant Agreement is fully executed, whichever date is later.
10. The Department has the right to terminate a grant award and demand refund of grant funds for non-compliance with the terms of the award or the Solid Waste Grants Program Rule, Chapter 62-716, Florida Administrative Code. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the Grant award.
11. Grantee shall obtain all necessary construction-related permits before initiating construction.
12. The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon receipt of funds presently anticipated from the Florida Department of Revenue and an annual appropriation by the Legislature.
13. Travel expenses incurred are included in the amount of this Grant and no additional travel expenses will be authorized. Any requests for reimbursement of travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
14. This Grant 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 subject made or received by the Grantee in conjunction with this Grant Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
15. Pursuant to section 216.347, Florida Statutes, the Grantee is prohibited from using grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency.
16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation Insurance for all of its 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 Grant 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 Grant Agreement.
18. 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.
19. Upon satisfactory completion of this Grant Agreement, the Grantee may retain ownership of the equipment purchased under this Grant Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment B**, 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.
 - D. The Grantee shall report the inventory of the equipment, on an annual basis, no later than January 31st for each year this Grant Agreement is in effect.
20.
 - 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 Grant 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.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

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PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the county of Lee for all allowable costs incurred up to and not exceeding \$53,414.

Grant Application dated July 8, 2003, included herein by reference.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

William W. Hinkley

William W. Hinkley, Chief
Bureau of Solid & Hazardous Waste

7/17/03

Date

Approved as to form and legality:

Mike McQueen

DEP Program Attorney

7/17/03

Date

[The Procurement Section recommends an original signature on all Grant Agreements not a canned statement with sign off of template.]

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient county, and (2) the recipient agrees to the general and special conditions.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:

Signature of Authorized Representative

Ray Judah

Chairman, Board of County Commissioners

Date

Please return to:

Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Solid Waste Section - M.S. # 4565
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Special Audit Requirements (5 Pages)
Attachment	B	Property Reporting Form (1 Page)

**ATTACHMENT A
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 \$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>.

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), 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 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 \$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 (CSFA), a recipient should access the Florida Single Audit Act website located at <http://sun6.dns.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 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 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:

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- 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 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 Agreement 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
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 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	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	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	State Appropriation Category
Original Agreement 140500000	Solid Waste Management Trust Fund - GAA Line Item 1677A	2003-2004	37.015	Waste Tire and Playground Surfacing Grants	140134

Total Award	\$53,414
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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://aspe.os.dhhs.gov/cfda] and/or the Florida Catalog of State Financial Assistance (CSFA) [http://sun6.dms.state.fl.us/isa/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 B

PROPERTY REPORTING FORM FOR DEP GRANT NO. WT415 (For Property With Grantee/Contractor Assigned Property Control Numbers)

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

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

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

GRANTEE/CONTRACTOR: _____	Date: _____
Grantee's/Contractor's Project Manager: _____	

BELOW FOR DEP USE ONLY
<p>DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.</p>
<p>DEP Contract Manager Signature: _____ Date: _____</p>

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.