

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

3A.4

AGENDA ITEM SUMMARY

Meeting Date: February 3, 2009 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: County Administration
Submitted By: County Administration
Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Amendment No. 1 to the Department of Environmental Protection (DEP) Agreement No. S0266 (R2006-0291) State of Florida Grant Assistance Pursuant to Line Item 1771A of the 2005-2006 General Appropriations Act to extend the expiration date from March 15, 2009 to November 14, 2009.

Summary: On February 28, 2006, the Board of County Commissioners (BCC) approved the DEP Agreement No. S0266 (R2006-0291) totaling \$1 million for the implementation of a Palm Beach County Lake Okeechobee Scenic Trail (LOST) Tourism Enhancement Master Plan. This funding has assisted in the completion of a five-year capital improvement plan (CIP), the construction of three (3) trailheads: Belle Glade Amphitheater on Torry Island, Pahokee Marina and Campground bathrooms/showers and the Northeast Everglades Natural Area (NENA) Trailhead and a business plan for a Glades Public Farmer's Market. This amendment will allow for additional time needed to complete the construction of four (4) Lake Okeechobee Scenic Trail Entryways (kiosks) in Belle Glade, Pahokee, South Bay and Canal Point. Each entryway (kiosk) will depict the historic and nature based information of the area. District 6(DW)

Background: The LOST Tourism Enhancement Master Plan is broken down into three segments: design and construct four (4) entryways in each of the downtown redevelopment areas of the Glades communities, link the entryways with multi-use paths connecting to the scenic trail on top of the Herbert Hoover Dike, and identify and quantify trailhead development projects with economic potential including private sector partners and funding sources.

In 2005 the State of Florida awarded a \$1 million appropriation to the implementation of the Palm Beach County LOST Tourism Enhancement Master Plan in the Glades area budgeted under the Florida Department of Environmental Protection, Office Greenways & Trails. These funds were matched with County funds designated for the Canal Point Sanitary Sewer expansion (\$440,000) and the Parks & Recreation Department (\$569,437) designated for restroom facilities in the Glades totaling \$1,009,437. On December 15, 2005, the Metropolitan Planning Organization (MPO) Board allocated Local Agency Program funds totaling \$924,000 to be used in 2009 for the implementation of the multi-use pathways linking the entryways in the downtown areas to the scenic trail.

Attachments:

- 1. Amendment No. 1
- 2. DEP Agreement No. S0266

Recommended by: [Signature] 1-15-08
Economic Development Director Date

Approved by: [Signature] 1/26/09
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
 NET FISCAL IMPACT	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included In Current Budget? Yes No

Budget Account No: Fund Agency Org Object

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

No additional fiscal impact.

[Signature] 1/21/09
OFMB
(NO) CN 1/21/09 1/20/09

[Signature] 1/22/09
Contract Development and Control
G. Jensen 1/22/09

B. Legal Sufficiency:

This amendment complies with our review requirements.

[Signature] 1/22/09
Sr. Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

DEP AGREEMENT NO. S0266
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 15th day of March, 2006, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, necessary improvements must be completed on site prior to the construction of the entryways requiring a no cost time extension; and,

WHEREAS, the Grantee has requested and the Department has agreed to extend the project completion date; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

- Paragraph 2 is hereby revised to change the completion date of the project to November 14, 2009.
- Paragraph 10B is hereby revised to change the form number to DFS-A2-NS.
- Paragraph 11B, the last sentence is hereby deleted and replaced with the following:
A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- Paragraph 14, the SunCom number is hereby deleted in its entirety.
- Paragraph 15 is hereby revised to change the address to Economic Development Office, P.O. Box 1989, West Palm Beach, Florida 33402-1989.
- Attachment A, Grant Work Plan, Project Milestones/Deliverables/Outputs, the Performance Measure/Deliverable titled "Construction of Entryways linking LOST to four main communities," the Start Date is hereby changed to January 2008, the Completion Date is hereby changed to November 2009, and the Output Due Date to State is changed to November 2009.
- Attachment A, Grant Work Plan, Project Milestones/Deliverables/Outputs, the Performance Measure/Deliverable titled "Number of planned and completed tourism facilities," the Completion date is hereby changed to November 2008 and the Output Due Dates to State is hereby changed to November 2008.
- Attachment C, Special Audit Requirements is hereby deleted in its entirety and replaced with **Attachment C-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment C shall hereinafter refer to **Attachment C-1, Revised Special Audit Requirements**.

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

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

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
*Title:

By: _____
Secretary or Designee

Date: _____
JOHN F. KOONS
CHAIRMAN

Date: _____

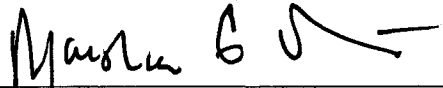
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


County Attorney


Rick Halvorsen, DEP Grant Manager


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

*For Agreements 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 Grantee must accompany the Amendment.

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

Specify Type	Letter/Number	Description (include number of pages)
Attachment	C-1	Revised Special Audit Requirements (5 Pages)

ATTACHMENT C-1

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)(m), Florida Statutes.

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART V: RECORD RETENTION

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

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EXHIBIT - 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund – Line Item 1771A	2005-2006	37.053	Statewide Greenways Development/Improvement/Management	\$1,000,000.00	080148

Total Award					\$1,000,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP AGREEMENT NO. S0266

R2006 0291

STATE OF FLORIDA
GRANT ASSISTANCE

FEB 28 2006

PURSUANT TO LINE ITEM 1771A OF THE 2005-2006 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Government Center, Economic Development Office, 301 North Olive Avenue, 10th Floor, West Palm Beach, Florida 33401 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide assistance for the Lake Okeechobee Scenic Trail – Glades Communities Improvements.

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, Grant 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 thirty-six (36) months, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$1,000,000.00. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$1,000,000.00 toward the project described in Attachment A, Grant Work Plan. If the Grantee finds, after receipt of competitive bids, that the work described in Attachment A cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in Attachment A to provide for the work that can be accomplished for the funding identified above.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Attachment B, Payment Request Summary Form. 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. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.
 - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State 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 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 <http://www.fldfs.com/aadir/reference%5Fguide>.
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 quarterly invoices in conjunction with quarterly progress reports describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. 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.
 - A. 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.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
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 Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five 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.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment C (Special Audit Requirements)**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment C** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment C, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number FSAA_CL2) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

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

Rick Halvorsen	
Florida Department of Environmental Protection	
Greenways and Trails	
3900 Commonwealth Boulevard, MS #795	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2052
SunCom No.:	205-2081
Fax No.:	(850) 245-2083
SunCom Fax No.:	205-2083
E-mail Address:	Rick.halvorsen@dep.state.fl.us

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

Pam Nolan	
Palm Beach County Board of County Commissioners	
Government Center, Economic Development Office	
301 North Olive Avenue, 10 th Floor	
West Palm Beach, Florida 33401	
Telephone No.:	(561) 355-6835
Fax No.:	(561) 355-6017
E-mail Address:	pnolan@co.palm-beach.fl.us

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. 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, task timeline within current authorized Agreement period, 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, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
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 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. Land acquisition is not authorized under the terms of this Agreement.
22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Title: **Tony Maslotti, Chairman**

By: [Signature]
Secretary or designee

Date: FEB 28 2006

Date: 3/15/06

R2006 0291

[Signature]
Rick Halvorsen, DEP Grant Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
DEP Contracts Administrator

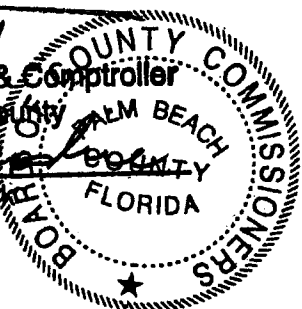
Approved as to form and legality:

[Signature]
DEP Attorney

BY [Signature]
County Attorney

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

BY [Signature]
Deputy Clerk



FEID No.: 85-8012622

*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>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

Project Title: Palm Beach County Lake Okeechobee Scenic Trail (LOST) Tourism Enhancement Master Plan
Project Location: Palm Beach County's Glades Communities: Cities of Belle Glade, South Bay and Pahokee plus Canal Point and other unincorporated parts of the Glades adjacent to Lake Okeechobee.
<p>Project Background: In 2005 the State of Florida awarded a \$1 million appropriation to Palm Beach County for the Lake Okeechobee Scenic Trail Tourism Enhancement Master Plan in the Glades area. This is a five (5) year capital improvement plan to guide and fund the development of needed tourism-related business and job opportunities for residents of the Glades communities. The Glades communities are widely recognized as one of the poorest areas in the State associated with a number of problematic social, health and economic indicators. Recent hurricanes have devastated these communities, completely destroying the marinas and older buildings not suited for 140 mile per hour winds. The Plan will focus on (1) the construction of entryways in the communities which direct visitors to the Lake Okeechobee Scenic Trail, (2) create multi-use paths from the entryways to the trail to make the towns more accessible to recreational users and (3) ensure development of quality trailhead projects. This \$1 million state appropriation is a small portion of the total project cost for the preparation and implementation of the master plan. Projects will continue to be implemented throughout the five (5) year timeframe.</p>
<p>Project Objectives:</p> <ul style="list-style-type: none"> • Objective 1: Completion of the conceptual master plan with five (5) year capital improvement plan to guide and fund the development of needed tourism-related business and job opportunities for residents of the Glades communities. • Objective 2: Design and construct 4 entryways in the downtown redevelopment areas of the Glades communities. The entryways will distinguish each community's downtown and direct visitors to the Lake Okeechobee Scenic Trail. • Objective 3: Identify the trailhead development projects with economic potential extending from the County's Lake Okeechobee Connector Greenway just south of the Martin County line to John Stretch Park west of South Bay. Allocate funds and ensure development of quality trailhead projects.

<p>Project Description:</p> <ol style="list-style-type: none"> 1. Contract with qualified landscape architect and planner to (A) design conceptual master plan with entryways from the Lake communities; (B) provide trail connectors and pedestrian pathways from the Lake Okeechobee Scenic Trail to existing & future facilities, amenities, and trailheads; (C) identify locally preferred architectural elements; and (D) prepare a five (5) year capital improvement plan with budget. Design consultant (landscape architect) will provide 2 to 3 alternative entryway prototypes. Planner prepares vision statement, defines tourism facilities along Lake Okeechobee Scenic Trail, finalizes staff's assessment of tourism facilities, and drafts criteria for funding projects that implement this capital improvement plan. 2. Convention & Visitors Bureau (CVB) marketing consultant to work with local committees to provide input in: (A) development of entryway contents, (B) identifying locations and (C) public art in collaboration with the County's Public Art Administrator. 3. Contract with qualified interpretive writer & graphic designer to assist with contents and graphic design of
--

entryways, completing production in graphics form. Contents, illustrations & mapping on entryways may also be applied to brochures. Public meetings will be held in Glades communities for approval of entryway design & contents.

4. Contract with qualified contractor to engineer and construct entryways with recommended contents and graphics, and related support facilities and improvements, in each of the 4 communities; Belle Glade, Canal Point, Pahokee & South Bay. Actual construction amount to be determined for each entryway. Reimbursement will be made upon completion of each entryway.

5. Planner will seek 4 alternative funding sources for tourism related activities for implementation. Planner assists with the completion of existing amenities, facilities & trailheads listed in Master Plan based on cost and available funding. Funds will be allocated to appropriate agencies responsible for completing the project or County will contract directly with consultant/contractors to complete project.

Project Budget:

Project Funding Activity	DEP Funding	Matching Funds and Source	
		Funding	Source of Funds
Salaries:			
Fringe Benefits:			
Travel:			
Equipment:			
Supplies:			
Contractual:	1,000,000	1,000,000	Palm Beach County
Other (specify):			
Indirect:			
Total:	1,000,000	1,000,000	
Total Project Cost:		\$2,000,000	
% Match:		50%	

Project Budget Narrative:

Contractual: The services of a qualified landscape architect, planner, writer, graphic designer, contractor and engineer will be hired to assist in the completion of this project.

Total Budget by Task:

Task	DEP Funding	Matching Funds and Source	
		Matching Funds	Source of Funds
1 Hire qualified landscape architect with planner.	49,500		
2 Hire qualified writer & graphic designer.	30,000		
3 Hire qualified contractor to engineer and construct entryways.	245,500		
4 Allocate funds to appropriate agencies responsible for completing tourism related amenities, facilities & trailhead projects or contract directly with consultants/contractors to complete projects.	675,000		

5	County funds allocated for infrastructure, amenities, facilities, and trailhead projects.		1,000,000	Palm Beach County
	Total:	1,000,000	1,000,000	
	Project Total:			
Measures of Success:				
Development or opening of trail related businesses such as outfitters, bike/boat rentals, restaurants, lodging, etc. creating job opportunities. (January 2008-2010)				
Collaboration to develop regional implementation strategy with other Lake Okeechobee Scenic Trail counties. (January 2010)				

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Tables Palm Beach County Lake Okeechobee Scenic Trail Tourism Enhancement Master Plan Timeline*

Project Milestones/Deliverables/Outputs

Task/Activity	Performance Measure/Deliverables	Start Date	Completion Date	Output Due Dates to State
Hire qualified landscape architect, Gentile, Holloway & O'Mahoney with planner, Vicki Silver, AICP, to prepare the conceptual master plan with entryways from the Lake communities; connectors from LOST to existing & future facilities, amenities, and trailheads; locally preferred architectural elements and prepare a 5 year capital improvement plan with budget.	Completion of conceptual master plan with a 5 year capital improvement plan.	Jan/Feb 2006	Jan/Feb 2007	Feb 2007
Landscape architect designs entryway prototype based on 2-3 icon concepts reviewed by the communities.	Construction documents for a typical entry icon structure.	Feb 2006	Jul 2006	
Planner prepares vision statement, defines tourism facilities along Lake Okeechobee Scenic Trail, finalizes staff's assessment of tourism facilities, and drafts criteria for funding projects that implement this capital improvement plan.	Draft vision statement, LOST tourism facilities definition, completion of facilities assessment, and draft criteria for funding planned tourism projects	Jan/Feb 2006	Jan/Feb 2007	
Planner will prepare 4 funding requests to leverage state funding and implement this capital improvement plan.	Number of funding requests prepared and submitted. Amount of funds awarded.	Jan/Feb 2006	Jan/Feb 2007	Feb 2007
Convention & Visitors Bureau (CVB) marketing consultant to work with local committees to provide input in suggesting entryway contents, locations and public art in collaboration with Public Art Administrator.	Definition of entryway features unique to the communities including contents (recommended topics and themes of interpretive signs and kiosks).	Jan/Feb 2006	Jul/Aug 2006	
Hire qualified interpretive writer & graphic designer to write and design entryway contents.	Contract with qualified professionals to complete writing and design of entryway sign contents.	May/Jun 2006	Jul/Aug 2006	
Public meetings held in Lake communities for approval of entryway design & contents.	Public meetings held with broad participation by PBC's Lake communities.	Aug/Sept. 2006	Aug/Sept. 2006	
Interpretive writer & graphic designer complete work.	Completion of text and final graphic design for entryway interpretive signs	Oct. 2006	Nov. 2006	Nov. 2006
Contract with qualified contractor to engineer and construct entryways with recommended contents in Belle Glade, Canal Point, Pahokee & South Bay. Individual entryway construction costs to be determined. Reimbursement to be made upon completion of each entryway. Total construction not to exceed \$245,500.	Construction of entryways linking LOST to four main communities	Nov. 2006	Sept. 2007	Nov. 2007
Planner assists with the completion of existing amenities, facilities & trailheads listed in Master Plan (See Projects A, D, E, F, G, H & I), based on cost and available funding.	Number of planned and completed tourism facilities	Jan/Feb. 2006	Dec. 2007	Jan. 2008
Landscape Architect & Planner assist in the future development of planned amenities, facilities & trailheads.	Number of planned amenities, facilities & trailheads ready for implementation.	Feb/Mar. 2007	Feb/Mar 2008	

Deliverables to state in shaded areas

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Palm Beach County Board of
County Commissioners

GRANTEE'S GRANT MANAGER:

DEP AGREEMENT NO.: S0266

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	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Fringe Benefits	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Travel (if authorized)	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Subcontracting:				
Planning	\$	\$	\$	\$
Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Equipment Purchases	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Supplies/Other Expenses	\$	\$	\$	\$
Land	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Indirect	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTALS	\$	\$	\$	\$
AGREEMENT AMOUNT	\$		\$	
Less Total Cumulative Payments of:	\$		\$	
TOTAL REMAINING IN GRANT	\$		\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was 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

**INSTRUCTIONS FOR COMPLETING
ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.

PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period. This must be by budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "TOTALS" line. Enter the budget amount on the "AGREEMENT AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "AGREEMENT AMOUNT" for the amount to enter on the "TOTAL REMAINING IN GRANT" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been paid to date for expenses by budget category. The final report should show the total of all payments, first through the final payment, etc. Enter the column total on the "TOTALS" line. Do not enter anything in the shaded areas.

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTALS" line for this column. Enter the match budget amount on the "AGREEMENT AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "AGREEMENT AMOUNT" for the amount to enter on the "TOTAL REMAINING IN GRANT" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

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 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 Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <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(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
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	Funding Amount	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund - Line Item 1771A	2005-2006	37.053	Statewide Greenways Development/Improvement/Management	\$1,000,000.00	080148

Total Award					\$1,000,000.00	
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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://www.fsaa.state.fl.us/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.