

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

**Blue Sheet No. 20020216**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve grant agreement (FWC Contract No. 01139) between the Florida Fish and Wildlife Conservation Commission (FFWCC) and Lee County in the amount of \$16,425.00 known as "Lee County Boater Kiosk Education and Outreach Program". Approve budget resolution in the amount of \$16,425.00 designating Business Unit 120678 to identify project activity.

**WHY ACTION IS NECESSARY:** Board approval is required for all agreements.

**WHAT ACTION ACCOMPLISHES:** Provides grant funding to install waterway regulation educational kiosks at various boat ramps in Lee County.

**2. DEPARTMENTAL CATEGORY:**  
**COMMISSION DISTRICT #**  
County-wide

*C8A*

08 - Natural Resources

**3. MEETING DATE:**

*03-19-2002*

**4. AGENDA:**

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

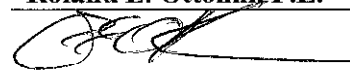
**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN.
- CODE 3-17
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Public Works
- C. DIVISION Natural Resources

BY: Roland E. Ottolini, P.E.



**7. BACKGROUND:**

The Advisory Council on Environmental Education within the Florida Fish and Wildlife Conservation Commission has recommended \$16,425.00 in grant funds be provided for installation of educational kiosks at the following boat ramp facilities: Everest Parkway, Cape Coral Yacht Club, Carl Johnson, Centennial Park, Davis Boulevard, Franklin Locks (two locations), Imperial River, Judd Park, Matlacha Park, Sanibel Island Causeway, Punta Rassa and Burnt Store. It is anticipated that the kiosks will provide enhanced manatee awareness and waterway education to reduce watercraft-related manatee deaths and lessen the impact to our natural resources.

Funds will be made available in account no.12067800100.503490. (LC Boater Kiosks - General Fund - Other Contracted Services).

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i> 3-1-02	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i> 3/1/02	OA <i>[Signature]</i> 3/1/02	OM <i>[Signature]</i> 3/6/02	Risk <i>[Signature]</i> 3/4	GC <i>[Signature]</i> 3-4-02	<i>[Signature]</i> 3-1-02

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 3/1/02  
Time: 3:40 pm  
Forwarded To:  
3/1/02 *[Signature]*

RECEIVED BY  
COUNTY ADMIN.  
3/1/02 5:00 pm  
COUNTY ADMIN.  
FORWARDED TO:  
*[Signature]*

*3/6 4:00*

## GRANT AGREEMENT

THIS AGREEMENT is entered into between the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION** ("Commission"), 620 South Meridian Street, Tallahassee, Florida, 32399-1600 and the **LEE COUNTY BOARD OF COUNTY COMMISSIONERS**, a unit of local government ("Grantee"), for the Lee County Natural Resources Division to provide educational kiosks known as "Lee County Boater Kiosk Education and Outreach Project."

WHEREAS, Section 372.674, Florida Statutes, created the Advisory Council on Environmental Education within the Florida Fish and Wildlife Conservation Commission to recommend to the Commission projects and programs from funds appropriated to the Commission; and,

WHEREAS, pursuant to this authority and direction, the Commission has established a program for the development of projects to provide environmental education to visitors and residents.

NOW, THEREFORE, in and for the mutual covenants contained herein, the Commission and the Grantee do hereby agree as follows:

### GENERAL TERMS AND CONDITIONS

1. The Grantee shall perform the services and specific responsibilities as set forth in Exhibit A, Specific Terms and Conditions, and Attachment 1, titled Scope of Work attached hereto and made a part hereof. The Grantee does hereby agree to all terms and conditions set forth in this Agreement, and all exhibits and attachments named herein which are attached hereto and which are incorporated herein by reference.
2. Any and all such equipment, products and materials necessary to perform these services or requirements as further stated herein shall be supplied by the Grantee.
3. The Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule or regulation, and shall provide evidence of such compliance to the Commission upon request.

### TERM OF AGREEMENT

4. This Agreement shall begin upon execution by both parties and end on November 11, 2002, inclusive. The Grantee shall not be eligible for reimbursement for services rendered prior to the execution date of the Agreement.

### COMPENSATION

5. For satisfactory performance by the Grantee under the terms of this Agreement, the Commission shall compensate the Grantee on a fixed-price basis in the amount of \$16,425.00 as specified in Exhibit A, Specific Terms and Conditions, and Attachment 2, Deliverable and Payment Schedule.

## PAYMENTS

6. The Commission shall pay the Grantee for satisfactory performance upon submission of invoices accompanied by required deliverables and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Each invoice shall include the Commission's contract number and the Grantee's Federal Employer Identification Number. An original and two copies of the invoice shall be submitted. The Commission shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. This is a fixed price Agreement. All travel and incidental expenses are included in the fixed-price amount.
8. The Grantee shall submit deliverables and requests for payment pursuant to Exhibit A, Specific Terms and Conditions, and Attachment 2, Deliverable and Payment Schedule, to the contract manager. The Commission's contract manager shall review and approve or reject the deliverables within ten (10) working days after receipt. Upon review and approval of the deliverables, the Grantee shall be notified to submit the appropriate invoice. The Commission's contract manager shall have five (5) days to review and approve the invoice and to submit the request for payment to the Commission's Bureau of Accounting for processing.
9. For agreements whose term extends beyond the state fiscal year in which encumbered funds were appropriated, the Commission's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

## TAXES

10. Grantee recognizes that the state of Florida by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

## TERMINATION

11. This Agreement may be terminated immediately by the Commission upon giving written notice to the Grantee in the event the Grantee fails to perform in accordance with the terms and conditions contained herein.
12. This Agreement may be canceled by either party with or without cause, by giving 30 days written notice to the other party. Said notice shall be sufficient only if delivered by certified mail to the address as contained herein. In case of cancellation, only amounts accrued to the date of cancellation shall be due and payable.

## NOTICE

13. Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

Commission

Florida Fish and Wildlife Conservation Commission

Advisory Council on Environmental Education

620 South Meridian Street

Tallahassee, Florida 32399-1600

Attn: Elise Cassie

Grantee

Lee County

1500 Monroe Street

Ft. Myers, Florida 33902-0398

Attn: Steve Boutelle

14. Elise Cassie, or successor, has been designated the Commission's contract manager for the purpose of this Agreement and shall be responsible for assessing and approving the performance of the programmatic aspects of this Agreement and enforcing performance of the Agreement terms and conditions.

Correspondence for the Commission's contract manager should be directed to:

Elise Cassie, Contract Manager  
Advisory Council on Environmental Education  
Florida Fish and Wildlife Conservation Commission  
10616 NE 76<sup>th</sup> Terrace  
Gainesville, FL 32609  
(352) 338-6099

Correspondence for the Grantee's project manager should be directed to:

Steve Boutelle  
Natural Resources Manager, Marine Program  
Natural Resources Division  
1500 Monroe Street  
Ft. Myers, FL 33902-0398  
(941) 479-8128

#### AMENDMENT OR MODIFICATION

15. No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless in writing and lawfully executed by the parties. The Commission may at any time, by written order designated to be a Modification,

make any change in the work within the general scope of this Agreement (e.g., specifications, schedules, method or manner of performance, requirements, etc.). All Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the Grantee's cost or the term of the Agreement shall require a formal amendment.

#### RELATIONSHIP OF PARTIES

16. The Grantee shall perform as an independent agent and not as an agent, representative, or employee of the Commission.
17. 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.
18. The parties agree that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
19. The Grantee may subcontract as necessary to perform the services provided. The Grantee shall be responsible for all work performed under the terms of the subcontract. It is understood by the Grantee that the Commission shall not be liable to any subcontractors 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.

#### INSURANCE REQUIREMENTS

20. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee. The Grantee shall require all subcontractors to obtain and maintain liability insurance sufficient and appropriate for the subcontractor's performance under this Agreement. The Commission shall have no liability except as specifically provided in this Agreement.
21. To the extent required by law, the Grantee shall either be self-insured for Workers' Compensation claims, or shall secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If 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 Commission, for the protection of employees not otherwise protected.

#### CANCELLATION UNDER CHAPTER 119, FLORIDA STATUTES

22. This Agreement may be unilaterally canceled by the Commission without prior notice

for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement.

#### AUDIT REQUIREMENTS

23. Effective July 1, 2000, the Florida Single Audit Act requires all non-state organizations who are recipients of state financial assistance to comply with the audit requirements of the Act, pursuant to Section 215.97, Florida Statutes. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the Grantee shall be required to comply with the audit requirements outlined in Attachment 3, titled "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

#### RECORD KEEPING REQUIREMENT

24. 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 Commission, the state of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

#### LIABILITY

25. 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.

#### NON-DISCRIMINATION

26. 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.

#### PROHIBITION OF UNAUTHORIZED ALIENS

27. The employment of unauthorized aliens by any Grantee is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations as a result of this Agreement.

#### NON-ASSIGNMENT

28. This Agreement is exclusive to the Grantee and may not be assigned in whole or in part without the written approval of the Commission.

## PROHIBITION AGAINST CONTINGENT FEES

29. The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Grantee, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## REMEDIES

30. The Grantee shall perform all services in connection with the project in a proper and satisfactory manner as determined by the Commission.
31. It is understood by the parties that remedies for damages or remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

## SEVERABILITY AND CHOICE OF VENUE

32. This Agreement has been delivered in the state of Florida and shall be construed in accordance with the Laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

## NO THIRD PARTY RIGHTS

33. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

## PUBLIC ENTITY CRIMES

34. A person or affiliate who has been placed on the convicted grantee 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 grantee list.

## PROHIBITION AGAINST DISCRIMINATORY VENDORS

35. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory grantee list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity,

and may not transact business with any public entity.

JURY TRIAL WAIVER

36. As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

ENTIRE AGREEMENT

37. 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 and duly signed by each of the parties hereto.

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

LEE COUNTY BOARD  
OF COUNTY COMMISSIONERS

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis D. Mackee  
Director, Office of Informational Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Grantee Address)

\_\_\_\_\_  
(City, State, and Zip Code)

Approved as to form and legality:

FEID No. \_\_\_\_\_

Preston T. Robertson  
Commission Attorney



**EXHIBIT A**  
**SPECIFIC TERMS AND CONDITIONS**

The Grantee shall perform all services necessary to complete the Project known as "Lee County Boater Kiosk Education and Outreach Project." The Commission agrees to pay the Grantee a total monetary sum of \$16,425.00 for implementing a project to help reduce the incidence of watercraft mortality for manatees in Lee County.

1. The Grantee shall obtain the prior written approval of the Commission's contract manager for all news releases and other publicity pertaining to this Project. This requirement shall not be construed as a violation of Chapter 119, Florida Statutes.
2. Each phase of development must be approved by the Commission's contract manager. All products or materials developed by the Grantee as a result of this Agreement must be reviewed and approved by the contract manager prior to distribution. Failure to secure said approvals may affect funding for the specific activity.
3. The Grantee shall provide the Commission with a minimum of two (2) copies and/or evidence as determined acceptable by the Commission's contract manager of final materials developed as a result of this Agreement.
4. All items, materials or products, of any description, produced or developed by the Grantee on behalf of the Commission in connection with this Agreement shall be the exclusive property of the Commission and may be copyrighted, patented or otherwise restricted by the Commission as provided by Florida law. Neither the Grantee nor any of its subcontractors shall have any proprietary interest in the products and materials developed under this Agreement.
5. In the event the Commission or the state of Florida grants title to any invention, patent or copyright for work produced under this Agreement, the Commission and the state of Florida shall reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use the work for governmental purposes.
6. All grant-funded products must display a statement similar to the following in a visible location: This material has been prepared with a grant from the Florida Fish and Wildlife Conservation Commission, Advisory Council on Environmental Education and is the sole property of the state of Florida.
7. The Grantee shall, where feasible, practical and possible, use recycled and/or recyclable materials.
8. The Commission may elect to extend a product delivery date for good cause following receipt of a written request from the Grantee. However, if such extension is granted, it must be in writing and must not delay further development of that product or the Project as a whole. No extension of the delivery schedule beyond the completion date of the Agreement is allowed except by proper amendment hereto.

9. The Grantee shall conduct an evaluation of the Project, measuring its effectiveness according to the criteria contained in Exhibit A, Attachment 1 - Scope of Work. The evaluation shall be submitted to the Commission as part of the final report.
10. The Grantee shall provide two (2) complete copies of the final report by the date stipulated in Attachment 2 - Deliverable and Payment Schedule. The final report shall include:
  - a) an executive summary, limited to two (2) pages, which more briefly describes the Project
  - b) a summary of the project describing all project activities and the outcomes of the project the numbers of all direct and secondary participants
  - d) an evaluation of the Project, measuring its effectiveness
  - e) an analysis of the evaluation
  - f) a signed certification of completion form as specified in Exhibit A - Terms and Conditions, paragraph eleven.
11. The Grantee:  
shall be required to submit with the final payment request a certification of completion form provided by the Commission which attests under oath that:
  - The Project was completed according to the terms of the Agreement.
  - All invoices or outstanding payments due to other parties resulting from services they provided as a result of this Agreement have been paid.

The Commission shall withhold final payment until all required products and activities are successfully completed and accepted by the Commission's contract manager.

**Attachments to Exhibit A:**

- Attachment 1 - Scope of Work
- Attachment 2 - Deliverable and Payment Schedule
- Attachment 3 - Requirements of the Federal and Florida Single Audit Acts

## **ATTACHMENT 1**

### **Scope of Work**

#### **Introduction:**

The GRANTEE, through the Lee County Boater Kiosk Education and Outreach Project, shall educate boaters about the existing waterway regulations affecting vessel speeds and identify main and minor channels for vessel travel through the installation of “You Are Here” kiosks at designated boat ramps.

#### **Target Audience:**

**Primary:** This project targets all vessel operators utilizing public boat ramps to access Lee County waters. Kiosks are to be installed within disturbed and improved upland areas at 13 boat ramp facilities located throughout Lee County at the following facilities:

- Cape Coral at Horton Park (Everest Parkway)
- Cape Coral Yacht Club
- Carl Johnson (Lover's Key State Recreation Area)
- Centennial Park (Fort Myers Yacht Basin)
- Fort Myers Shores (Davis Boat Ramp)
- Franklin Locks (2 ramp locations - either side of Caloosahatchee River)
- Imperial River
- Judd Park
- Matlacha Park
- Sanibel Island Causeway
- Punta Rassa
- Cape Coral at Burnt Store

**Secondary:** Several ramps are located within the boundary of community parks. The locations will be such that non-boating visitors to the parks will also be expected to view the kiosks.

The 13 ramp facilities selected as kiosk sites are adjacent to waters inhabited by Florida Manatee as well as various species of marine life and the aquatic submerged vegetation (including shoal, manatee, and turtle grasses) vital to manatee survival.

## **Goals and Objectives:**

**Goal 1:** Enhance the manatee awareness and protection efforts in Lee County so that watercraft-related manatee deaths are reduced.

**Goal 2:** Encourage boaters to learn Lee County's waterways so that the impact to its natural resources is minimal.

**Goal 3:** Inform boaters about the location of protected areas so that they know to slow down in these areas.

**Goal 4:** Provide visiting boaters with information about the waterways, regulations and posted zones where they are planning to boat while in Lee County.

## **Work Plan:**

1. Commission and Lee County staff members have jointly identified and inventoried high use ramp facilities for county waterways. Grantee shall confirm locations of kiosk installation.
2. The Lee County Boater's Guide, funded by the County for development, printing and distribution, has been integrated into the graphic design for the kiosk panel so that the two documents complement education efforts by both the county and state. The Grantee shall update the kiosk graphics based on the 2001 printing of the Lee County Boater's Guide.
3. The Grantee shall have the updated graphics burned onto a CD and ready for review of technical accuracy by Florida Fish and Wildlife Conservation Commission staff and transfer onto a 1/8" fiberglass (digital) embedment panel.
4. The Grantee shall solicit competitive bids for a company experienced in production of digital fiberglass embedments. The grantee shall oversee the selected company in the production (digital) of each 1/8" thick fiberglass panel. This material will be guaranteed for 10-years against fading and is suitable for use in coastal environments.
5. The Grantee shall procure wood mounting frames constructed from pressure treated lumber, dovetailed joints and finished ends with exterior grade plywood backing.
6. The Grantee shall install the panels and mounting frames at the selected ramp facilities. Installation will be completed within 6 months upon receiving all materials.

**Evaluation Plan:**

The Florida Fish and Wildlife Conservation Commission will conduct a survey at Matlacha Park, Centennial Park, and Punta Rassa. The survey will ask members of the target audience for opinions about the kiosks and their effectiveness. In addition, increased compliance with speed zones and use of marked channels is expected to result in the reduction in countywide manatee injuries and watercraft related deaths and damage to seagrasses. This can be measured over a period of five years based on established manatee recovery efforts conducted by the Florida Fish and Wildlife Conservation Commission

**ATTACHMENT 2  
DELIVERABLE AND PAYMENT SCHEDULE**

<b>Deliverable</b>	<b>Grant Amount</b>	<b>Due Date</b>
Interim Report 1, to include: <ul style="list-style-type: none"> <li>• Description of activity to date</li> <li>• CD with kiosk graphics</li> <li>• Map of confirmed ramp locations</li> </ul>	\$4927.50	5/13/02
Interim Report 2, to include: <ul style="list-style-type: none"> <li>• Description of activity to date</li> <li>• List of sign fabrication bids and recommended selection</li> </ul>	\$4927.50	6/24/02
Interim Report 3, to include: <ul style="list-style-type: none"> <li>• Description of activity to date</li> <li>• Confirmation of material delivery</li> <li>• Photos of fiberglass panels</li> <li>• Confirmation of installation schedule</li> </ul>	\$4927.50	9/2/02
Final Report, to include: <ul style="list-style-type: none"> <li>• An executive summary</li> <li>• Description of project procedures from concept through installation</li> <li>• Photographs of each kiosk</li> <li>• Description of project evaluation methods and survey results</li> <li>• Signed certification of completion form</li> </ul>	\$1642.50	11/11/02
<b>TOTAL</b>	<b>\$16425.00</b>	

## ATTACHMENT 3

### REQUIREMENTS OF THE STATE AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

#### 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 Commission 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 Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission 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 Commission. 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 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).

##### **PART II: STATE FUNDED**

This part is applicable if the recipient is a non-state 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 Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission 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 Commission other state agencies, and other non-state 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).

### PART III: OTHER AUDIT REQUIREMENTS

None

### PART IV: REPORT SUBMISSION

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

- A. The Commission at each of the following addresses:

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Elise Cassie  
FFWCC/ACEE Grants Manager  
10616 NE 76<sup>th</sup> Terrace  
Gainesville, FL 32609

- 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 10<sup>th</sup> 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. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Commission for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following 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 Commission at each of the following addresses:

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Elise Cassie  
FFWCC/ACEE Grants Manager  
10616 NE 76<sup>th</sup> Terrace  
Gainesville, FL 32609

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 Commission at each of the following addresses:

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Elise Cassie  
FFWCC/ACEE Grants Manager  
10616 NE 76<sup>th</sup> Terrace  
Gainesville, FL 32609

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

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:



A. The Commission at each of the following addresses:

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Elise Cassie  
FFWCC/ACEE Grants Manager  
10616 NE 76<sup>th</sup> Terrace  
Gainesville, FL 32609

5. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and 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 Commission 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**

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

**EXHIBIT – 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

None

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

None

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

None

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

None

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Environmental Education Grant Program
CSFA No.:	77.001
Recipient:	Lee County Board of County Commissioners
Amount:	\$16,425.00.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Grantee shall comply with Environmental Education Grant rules as set forth in Section 372.674, F.S.