

FUNDING AGREEMENT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and
UNITED STATES DEPARTMENT OF TRANSPORTATION,
FEDERAL HIGHWAY ADMINISTRATION
and
SOUTH FLORIDA WATER MANAGEMENT DISTRICT for
IMPLEMENTATION OF THE EFFICIENT
TRANSPORTATION DECISION MAKING PROCESS

THIS AGREEMENT is entered into upon final execution on February 1, 2007, whichever comes later by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida whose address is 605 Suwannee Street, Tallahassee, Florida 32399-0450, hereinafter referred to as the "FDOT"; the UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, a Federal agency whose address is 545 John Knox Road, Suite 200, Tallahassee, FL 32303, hereinafter referred to as the "FHWA"; and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a political subdivision of the State of Florida whose address is Post Office Box 24680, West Palm Beach, FL 33416-4680, hereinafter referred to as the "District".

Article I - Background and Objectives

Whereas, the District is authorized by Florida Statutes (F.S.) and Florida Administrative Code (F.A.C.) to review and take agency action on activities proposed by FDOT that are regulated under Chapters 253 and 258, F.S. and Parts II and IV of Chapter 373, F.S.; and

Whereas, FHWA, FDOT and the District have determined that the services to be provided under the Efficient Transportation Decision Making (ETDM) process are in addition to the work it normally performs during the current regulatory review process for FDOT projects, including those that receive federal highway and transportation funding, the District's work and input shall be limited to that within the District's statutory authority; and

Whereas, the District has the statutory authority to enter into cooperative agreements with other agencies to furnish services and receive payment for providing such services and is willing to provide FDOT supplemental environmental review services to the extent feasible and as limited by the District's statutory authority set forth in Chapter 373, F.S. and commensurate with the level and duration of additional funding and staffing provided by FDOT; and

Whereas, the FDOT is willing to provide funding to the District for supplemental personnel and related operating expenses necessary to provide ETDM project review services and the FHWA will participate in the reimbursement of funds expended by the FDOT for said supplemental personnel and related operating expenses incurred by the District and not already covered by other funding sources; and

Whereas, the parties hereto desire to enter into this Agreement to facilitate the review of transportation projects under the ETDM process and to provide funds necessary to supply the personnel and other resources for said review.

Now, therefore, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties hereto agree, with the intention of being legally bound, to the following:

Article II - Statement of Services and Funding

A. The District will provide ETDM services under this Funding Agreement in accordance with the terms hereof and consistent with the terms, scope and conditions of the ETDM Master Agreement (MA) and Agency Operating Agreement (AOA) between the parties, which documents are hereby incorporated herein by reference as if physically attached hereto.

B. The District will supplement its existing staff, which currently review FDOT projects pursuant to Chapter 373, F.S. and process FDOT permit applications on a routine basis, with existing or additional project review specialist(s) and other personnel meeting the qualifications specified in the AOA to perform the work required by the AOA and the MA Agreement, either by direct employment, existing redirected staff or by consultant outsourcing as determined by the District. The District shall use the funds provided under this Agreement to defray the costs of the following expenses related to work performed on the FDOT projects, which is in addition to work the District normally performs during the current regulatory review process for FDOT projects: (1) salaries and associated benefits, including necessary training, for project review specialist(s); (2) reasonable travel expenses in accordance with Section 112.061, F.S.; (3) the prorated costs of related expenses including (but not limited to) equipment, supplies, office space, utilities and other support services; and (4) other direct and indirect costs associated with the District's implementation of the ETDM process. The District's budget distribution of annual costs is described in Attachment A hereto. The line item budget distribution amounts in Attachment A are estimates and the final expenditure amounts will vary according to the quarterly expenditure reports that are submitted as referenced in Article IIE; provided the first through fifth year totals and total cost amount shall not be exceeded.

C. FDOT shall furnish to the District a total sum not to exceed \$3,000,000 over a period of five (5) years, subject to the payment provisions of Article IID. This sum is based upon the parties' best estimate of the minimum funding required by the District to provide supplemental environmental review services for FDOT projects. The funding amount is acknowledged to be an initial funding level and in the event that the level of supplemental services needed becomes greater or less than the initial funding level, the parties agree in good faith to renegotiate the level of funding or services. The ETDM services provided under this Agreement shall terminate on the date specified in Article III, but the payment for associated work shall be inclusive of all work performed up to and including the date of termination.

D. Request for funding will be on a cost reimbursement basis and invoiced quarterly. Each invoice will be accompanied by a quarterly status and expenditure report.

E. Every quarter, the District will provide an expenditure report of the actual account of expenditures for salaries, benefits, travel, expenses and other indirect costs including back-up documentation in support of work tasks described in the AOA. The District agrees to remain cognizant of ETDM program activities, which are eligible for funding as established by FHWA and FDOT. Eligible activities are contained in this Funding Agreement and the FDOT ETDM Funded Positions Reference Manual. The District agrees that prior to conducting any activity which is undefined and questionable regarding funding to coordinate with FDOT prior to accomplishing the activity to ensure funding eligibility.

F. Every quarter the District will submit an expenditures report to FDOT. If FDOT disagrees with the elements of the report including expenditures, a meeting to clarify the information in question and account expenditures will be held within 30 days. All parties pledge to negotiate in good faith towards a reconciliation of the disputed amount and/or information. In those cases where resolution cannot be reached, an audit may be performed by a third party auditor or the FDOT Inspector General's Office and submitted to the FDOT and the District with findings and recommendations for program and funding improvements.

G. Any invoices or requests shall be submitted in detail sufficient for a proper pre-audit and post audit thereof. Instructions for proper invoicing and fund usage are provided on the Environmental Screening Tool (EST) Web site contained within the invoicing forms and FDOT ETDM Funded Positions Reference Manual. FDOT shall send its checks in payment of the invoices to the following address:

South Florida Water Management District
Attention: Finance Officer
Post Office Box 24680
West Palm Beach , Florida 33416-6952

The District shall send its invoices to the following address:

Attention: Mary Harger
Florida Department of Transportation
605 Suwannee Street Mail Station 37
Tallahassee, Fl 32399-0450

H. Agencies providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has (5) five working days to inspect and approve the goods and services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the District. Interest penalties of less than one (1) dollar shall not be enforced unless the District requests payment. Invoices which have to be returned to the District because of the District preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT.

I. Records of costs incurred by the District for implementation of the ETDM process shall be maintained and made available upon request to FDOT for five years after final payment for the services performed. Copies of the documents and records shall be furnished to FDOT or FHWA upon request. The record of costs incurred shall include information such as the District's general accounting records and specific project records, together with other supporting documents and records of the District and all subcontractors considered necessary to FDOT or FHWA for a proper audit of project costs.

J. The level of services provided and the continuation of this Agreement will be subject to review by the District based on the availability and adequacy of FDOT funding and District staffing. If the level of ETDM services requested by FDOT exceeds the available funding or staffing in any one quarter, the District may provide services commensurate with the level of funding actually provided by FDOT and available District staffing.

K. Attachment B contains legislatively mandated State Audit requirements. 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.

Article III - Period of Performance and Termination of Agreement

A. The term of this Agreement shall run for a period of five (5) years commencing February 1, 2007 or upon final execution whichever comes later, unless earlier terminated in accordance with Article IIIB. below, except that the requirements described in Articles IID-F. shall extend outside the term of this Agreement as described in those provisions. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and receipt of budget authority.

B. Any party may terminate its participation in this Funding Agreement with or without cause upon 120 days' prior written notice to the other party or parties and the ETDM Coordinator. During the 120-day notification period, the parties will endeavor to resolve any pending issues or conflicts, as applicable.

C. The District, FDOT and the FHWA shall meet periodically to review the progress made in implementation of the ETDM process in accordance with the terms of this Agreement. If the District, FDOT and the FHWA find that the terms have been satisfactorily met, this Agreement may be renewed in accordance with state and federal legislation and funding availability.

D. Every six (6) months the FDOT will issue from its Performance Management System an electronic report to the District and FHWA for mutual discussion of performance, efficiencies, timeframes, process issues and program activities.

E. At the end of each year the District will issue an Annual Report and may participate periodically in an ETDM Program Review, which addresses how environmental streamlining has been carried out and lessons learned and makes recommendations for improving the process. The FDOT, FHWA and the District will mutually define the scope and content of the Annual Report and any ETDM Program Review Meetings.

Article IV – Modification

A. This Agreement may be modified in writing at any time by mutual agreement of the parties. Any amendment may be made in whole or in part and, upon execution and adoption by the parties, such amended agreement shall supersede the corresponding provision(s) of previous versions. Any changes, amendments, corrections or additions to this Agreement shall be executed and approved by the same parties (or their designees) who execute and approve this original Agreement, in accordance with applicable law. No addendum, modification or waiver of any of the terms of this Agreement shall be effective unless in writing, signed by the parties and executed in the same manner as this Agreement. The parties agree that any attempt to modify this Agreement orally or by conduct shall be ineffective. The failure of any party to insist in any one or more instances upon the strict performance by the other party of any of the terms or provisions of the Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision and the same shall continue in full force and effect.

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Article V – Project Officers

A. South Florida Water Management District

Robert M. Brown or designee
Department Director or designee
Environmental Resource Regulation
South Florida Water Management District
Post Office Box 24680
West Palm Beach, FL 33416-4680
Telephone: (561) 682-6283
Toll Free: (800) 432-3400
Facsimile: (561) 682-6896
Email: rmbrown@sfwmd.gov

B. Florida Department of Transportation

Carolyn H. Ismart or designee
Manager
Environmental Management Office
Florida Department of Transportation
605 Suwannee Street, MS 37
Tallahassee, FL 32399-0450
Telephone: (850) 414-4447
Facsimile: (850) 414-4443
Email: Carolyn.Ismart@dot.state.fl.us

C. Federal Highway Administration-Florida Division

George Hadley or designee
Environmental Coordinator
Federal Highway Administration
545 John Knox Road, Suite 200
Tallahassee, FL 32303
Telephone: (850) 942-9650
Facsimile: (850) 942-9691
Email: George.Hadley@fhwa.dot.gov

Article VI – Disclosure and Other Requirements

A. As required in Paragraph 339.135(6)(a), F.S., FDOT shall not, during any fiscal year, expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted and available for expenditure during such fiscal year. Any contract oral or written, made in violation of that paragraph is null and void and no money may be paid on such contract. The FDOT shall require a statement from the comptroller of the (FDOT) department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term of more than one (1) year.

B. The FDOT will provide written notice to the District when the funding is available for performance of this Agreement. Until that notice is received by the District, no services shall be provided under the terms of this Agreement and the FDOT will not be liable for any expenses incurred by the District.

C. Pursuant to Section 216.347, F.S., no funds received pursuant to this Agreement may be expended for lobbying the legislature, the judicial branch or a state agency.

D. This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida without giving effect to any principles of conflicts of law.

E. During the performance of this Agreement, the parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion or national origin.

F. No member of or delegate to Congress or resident Commissioner, shall be admitted to any share of this Agreement or any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

G. The parties agree that in any contracts to be developed and awarded pursuant to this Agreement, all design, plans, specifications, estimates of costs, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general shall, at all times, conform to the applicable Federal and State laws, rules, regulations orders and approvals, including, specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with the Americans with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.

H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 to 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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.

J. The MA, AOA and this Funding Agreement constitute the entire agreement between the parties relating to the subject matter herein. There exist no representations or warranties other than those set forth herein.

K. Each party fully understands the matters described herein and that party's legal rights and obligations hereunder and is signing this Agreement freely and voluntarily, intending to be bound by it.

L. The MA, AOA and Funding Agreement shall supersede any prior understanding, agreement, memorandum, letter or other written or oral arrangement between the parties relating to the matters covered therein. In the event of a conflict between any provision of the MA and the AOA, the latter shall govern. In the event of a conflict between a Funding Agreement and the AOA, the latter shall govern, except that the Funding Agreement shall govern with regard to the period of performance. In the event of a conflict between a Funding Agreement and the MA, the latter shall govern, except that the Funding Agreement shall govern with regard to the period of performance.

M. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that all parties agree in writing that the material purposes of this Agreement can be implemented.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Service's Hotline, 1-800-848-3792.

O. Any Tangible Property outside of that normally and reasonably required to provide the services for this program per Article IIA or as defined in Chapter 273, F.S. and Rule 60A-1.107, FAC, will be purchased by FDOT. All Tangible Personal Property purchased as defined in Chapter 273, F.S. and acquired in accordance with Rule 60A-1.017, FAC, whether by the Vendor agency or FDOT, upon completion of services or the end of the agreement, whichever comes first, will become the property of FDOT and be transferred to and controlled by FDOT.

Upon receipt of said property, FDOT shall forward to the Vendor a copy of the purchase invoice/property description/serial number and date of receipt for their records. The Vendor shall maintain the Tangible Personal Property on their inventory lists until such time as it is transferred back to FDOT. Where any questions arise concerning the purchase of Tangible Personal Property for this program, the Vendor shall coordinate with the FDOT Project Manager and the Technology Manager in the Central Environmental Management Office.

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Article VII - Signatures

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date(s) herein written.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 
Secretary

Date: 5/15/07 

REVIEW AS TO LEGAL FORM:


By: 
Office of General Counsel

Date: 5/10/07

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD

By: 
~~Governing Board Chair~~ ~~PROCUREMENT DIRECTOR~~

Date: 3/6/07

By: 
Counsel

Date: 2/8/07

FEDERAL HIGHWAY ADMINISTRATION

By: 
Division Administrator

Date: 3/20/07

Attachment B
South Florida Water Management District
Single Audit Language

The administration of resources awarded by the District may be subject to audits and/or monitoring by the Department, 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 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 fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to South Florida Water Management District regarding such audit. South Florida Water Management District further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT Office of Inspector General, Florida's Chief Financial Officer (CFO) or Auditor General.

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

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 resources awarded through the Department 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. 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 \$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. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

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 the CFO; 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 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, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate 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. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

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

A. The Department at each of the following addresses:

Buddy Cunill
Environmental Program Development Administrator
Environmental Management Office
Florida Department of Transportation
Mail Station 37
605 Suwannee Street
Tallahassee, Florida 32399-0450

- 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. 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 Department for 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:

Buddy Cunill
Environmental Program Development Administrator
Environmental Management Office
Florida Department of Transportation
Mail Station 37
605 Suwannee Street
Tallahassee, Florida 32399-0450

In addition, 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 at each of the following addresses:

Buddy Cunill
Environmental Program Development Administrator
Environmental Management Office
Florida Department of Transportation
Mail Station 37
605 Suwannee Street
Tallahassee, Florida 32399-0450

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

A. The Department at each of the following addresses:

Buddy Cunill
Environmental Program Development Administrator
Environmental Management Office
Florida Department of Transportation
Mail Station 37
605 Suwannee Street
Tallahassee, Florida 32399-0450

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 Department at each of the following addresses:

Buddy Cunill
Environmental Program Development Administrator
Environmental Management Office
Florida Department of Transportation
Mail Station 37
605 Suwannee Street
Tallahassee, Florida 32399-0450

5. Any reports, management letter or other information required to be submitted to the Department 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 Department 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 at least five years from the date the audit report is issued and shall allow the Department or its designee, CFO or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, CFO or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT – 1

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

Federal Program – Federal Highway Administration, Highway Planning and Construction, CFDA#20.205 \$600,000.00-for first fiscal year, \$600,000.00 for second fiscal year and \$600,000.00 for the third fiscal year, \$600,000.00 for the fourth fiscal year and \$600,000.00 for the fifth fiscal year.

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

Federal Program: CFDA#20.205-Highway Planning and Construction (Federal-Aid Highway Program)

1. Implementation of ETDM process, State of Florida
2. Compliance with agreement and Title 23: Highways.
3. Compliance with the Use and Use Restrictions; Post Assistance Requirements; and Regulations, Guidelines and Literature sections of the Highway Planning and Construction program required.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

No state resources were awarded to match federal resources in this agreement

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

No state resources were awarded in this agreement

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

Not applicable. State resources were not awarded in this agreement.

Note: Remember to include the single audit language and the respective funding information in Exhibit –1 to amendments and/or supplemental agreements created in order to add additional funding to the original contract.



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0458

STEPHANIE C. KOPELOUSOS
SECRETARY

DELEGATION OF AUTHORITY

I, Stephanie C. Kopelousos, Secretary of the Florida Department of Transportation, delegate to Kevin J. Thibault, as the Assistant Secretary for Engineering and Operations, Deborah L. Hunt, as the Assistant Secretary for Intermodal Systems Development, and William F. Thorp, as the Interim Assistant Secretary for Finance and Administration, the authority and responsibility to take action on my behalf at anytime during my absence from the Department headquarters in Tallahassee. I also rescind any prior delegations to the contrary.

Stephanie C. Kopelousos, Secretary
Florida Department of Transportation

Date