

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES
GRANT AGREEMENT
FISCAL YEAR 2015-2016

THIS AGREEMENT is entered into between the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter called the "Department"), and the **Village of Wellington**, whose address is 12300 Forest Hill Blvd, Wellington, Florida, 33414 (hereinafter called the "Grantee"), a local government, in furtherance of the **Community Center Complex**, (hereinafter called "Project"), an approved Outdoor Recreation Project.

Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" may be used interchangeably.

Procedures and requirements contained in this Agreement are subject to applicable federal and state laws and regulations, as well as any changes made to these laws and regulations subsequent to this Agreement.

WHEREAS, the Department receives funds from the United States Department of the Interior, National Park Service (hereinafter called "USDOI, "NPS"), for the purpose, authority and, power to provide grants in accordance with Section 375.021(4), Florida Statutes, OUTDOOR RECREATION AND CONSERVATION LANDS, and Rules 62D-5.068 through 62D-5.074, Florida Administrative Code ("F.A.C."), as may be amended from time to time (hereinafter collectively called the Rule) and,

WHEREAS, the USDOI, NPS, as federal apportionment, allocated Land and Water Conservation Fund (LWCF) resources to the State of Florida and,

WHEREAS, the Florida Legislature provides expenditure authority to the Department pursuant to Chapter 375.021(4), Florida Statutes, and further authorizes the Department to administer grants for Outdoor Recreation and Conservation purposes and,

WHEREAS, the Grantee applied for LWCF funds under Project number **LW641**, which funds are awarded to Grantee and,

WHEREAS, the Grantee agrees to perform in accordance with the Land and Water Conservation Fund Act of 1965, Public Law 88-578, 78 Stat 897, as amended (hereinafter called the LWCF Act or the Program); and agrees to perform all provisions and mandates prescribed by USDOI, NPS, in the LWCF State Assistance Program, Federal Financial Assistance Manual (hereinafter called "Manual", formerly known as the Grants-in-Aid Manual), and including but not limited to the Code of Federal Regulations ("CFR"s) referenced below. Additionally, the Manual refers to the CFRs applicable to this Grant Agreement. The following table identifies several of the key CFRs addressed in the Manual, but does not limit the Grantee to compliance with only the CFRs identified in the table.

CFR Cite	Title
36 CFR 59	Land and Water Conservation Fund Program Assistance to States; Post-Completion Compliance Responsibilities
36 CFR 800.8	Coordination With the National Environmental Policy Act
43 CFR 12	Administrative and Audit Requirements and Cost Principles for Assistance Programs
43 CFR 17	Nondiscrimination in Federally Assisted Programs of the Department of Interior

The Grantee agrees to become familiar with all provisions and comply with the Rule and Manual, including the above-stated provisions of the CFR, which are incorporated into this Grant Agreement by reference, as if fully set forth herein.

WHEREAS, the Parties agree, in the event a dispute should arise concerning the intent of any language herein, the same shall be resolved by the adoption of a meaning which furthers the intent and purpose of the Program, as set forth in the Manual, and the general provisions governing this Agreement. Unless defined herein, capitalized terms used in this Agreement shall have the same meaning as those set forth in the Rule. No construction shall be contrary to the requirements of any Act of Congress or of the regulations of the Secretary of the Interior. This Agreement shall be read in conjunction with the Rule.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in “**Attachment A, Grant Work Plan**”, including all attachments and exhibits named herein, which are attached hereto and incorporated by reference. This Agreement is not transferable.

Administrative Forms and Reimbursement Forms referenced in this Agreement may be found at www.dep.state.fl.us/parks/oirs/ or by contacting the Department’s Grant Manager.

The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. The Project facilities shall be kept in reasonable repair for a minimum of 25 years from the date set forth on the Project Completion Certificate to prevent undue deterioration.

Prior to commencement of Project, the Grantee shall submit to Department for approval all documentation and completion of responsibilities listed on “**Attachment B, Commencement Documentation Checklist**” attached hereto and incorporated by reference.

Project Site Facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Site improvements and Facilities shall be in accordance with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. This conceptual site Development plan may be altered by the Grantee, only after written approval by the Department. Any and all utility lines installed within the site shall be placed underground. The Grantee shall have the final site Development plans (site, engineering, and architectural) prepared for the proper and full completion of the Project,

sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"), and shall deliver a complete original, signed and sealed, set of the Project Plans to the Department as a condition to commencement.

Upon satisfactory approval by the Department, the Department will issue written notice to Grantee to commence the Project. Unless and until the Department issues written notice of approval authorizing Grantee to commence the Project, Grantee shall not incur nor charge, and the Department shall not be obligated to pay or reimburse Grantee for fees, cost, or general expenses of any kind, which occurred during the commencement approval period.

2. PERIOD OF AGREEMENT:

This Agreement shall become effective upon execution by both parties and the Grantee shall complete development of the Project on or before three years from the effective date (hereinafter referred to as the "Project Completion Date") and shall remain in effect until the established Project Completion Date, inclusive. The Grantee shall have up to 3 years from the effective date to complete the Project unless extended by Department staff for good cause, such as financial hardship, public controversy, material shortage, unfavorable weather conditions, or factors beyond the Grantee's control, upon written request of the Grantee.

3. FUNDING/CONSIDERATION/INVOICING:

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for cost pursuant to LWCF guidelines, through the expiration date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the LWCF program and, rules and regulations applicable to expenditures of Federal and State funds, hereby adopted and incorporated by reference.

- A. As consideration for satisfactory performance rendered by the Grantee under LWCF guidelines and terms of this Agreement the Department shall pay the Grantee on a reimbursement basis up to a maximum of **\$200,000** towards the total estimated project cost of **\$400,000**. The parties understand and agree that this Agreement requires at least a 50% match from the Grantee towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. It is further understood that grant funds may be revised by the Department due to the availability of Program funds. Grant awards are contingent upon appropriation by the USDOJ, NPS and/or the Florida Legislature.

All match shall meet the federal requirements established in 40 CFR Part 30, 40 CFR Part 31 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220), as applicable, as may be amended from time to time.

- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the Project's total funding amount will require a formal Amendment to the Agreement.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, "Payment Request Summary Form"**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of Federal and/or State funds, including, but not limited to, the State of Florida's Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and/or pursuant to the LWCF guidelines.
- D. The State of Florida, Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**.

The "Payment Request Summary Form" shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

- i. **Salaries/Wages** – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed in **Attachment C**.
- ii. **Overhead/Indirect/General and Administrative Costs** – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. **Fringe Benefits** – Shall be calculated at the rate up to 40% of direct salaries.
 - b. **Indirect Cost** – Shall be calculated at the rate of 15% of direct cost.
- iii. **Contractual** (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved,

salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- iv. **Rental/Lease of Equipment** – Include copies of invoices or receipts to document charges.
- v. **Equipment** – The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1000 or more under the terms and conditions of this Agreement.
- vi. **Travel** – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
- E. In addition to the invoicing requirements contained herein, 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 thirty (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). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/ and allowable

costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- G. If the total cost of the Project exceeds the grant amount, and/or the required match, as applicable, the Grantee must pay the excess cost.
- H. The federal funds awarded under this Agreement must comply with ***The Federal Funding Accountability and Transparency Act (FFATA) of 2006***. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to comply and provide any and all necessary information, over the life of this Agreement, for the Grantee and/or the Department to fulfill these requirement.

4. **ANNUAL APPROPRIATION:**

The State of Florida, by and through the Department's performance and obligation to pay under this Agreement, is contingent upon an annual appropriation by USDOJ, NPS and/or the Florida Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment(s) associated therewith may be rescinded with proper notice at the discretion of the Department if USDOJ, NPS and/or Florida Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize **Attachment E, "Project Status Report"**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "reporting period" shall reflect the reporting period ending May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

The Department shall retain ten percent of the grant until the Grantee completes the Project and the Department approves the completion documentation, pursuant to LWCF requirements and additionally set forth in paragraphs 62D-5.073(2)(c) and (7)(e)2., F.A.C..

7. **INDEMNIFICATION:**

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. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

Additionally, The Grantee shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of any kind and nature for injury to, or death of any person or persons and for the loss of damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from any negligent act, failure to act, or willful misconduct by the Grantee, his subcontractor, or any of the employees, agents or representatives of the Grantee or subcontractor to the extent allowed by law.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

The termination of a project shall warrant cancellation of federal and/or state assistance, in whole or in part, under a project at any time prior to the date of completion.

- A. Termination by the Department. The Department may unilaterally terminate the Project at any time prior to the first payment on the Project. After the initial payment, the Project may be terminated, modified, or amended by the Department. Additionally, The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding is discovered to be false or misleading in any respect, or 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 the reason(s) for termination.
- B. Termination for cause. The Department may terminate the Project in whole, or in part, at any time before the date of completion, whenever it is determined the Grantee has failed to comply with the conditions of the grant. The Department shall notify the Grantee in writing of the determination(s) and the reason(s) for termination, together with the effective date.
- C. Termination for convenience. The Department may terminate the Project in whole, or in part, when the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The Department shall determine the termination effective date and, in the case of partial termination, the portion to be terminated. The Department may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- D. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful 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 and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- E. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.
- D. The remedies set forth are not exclusive and the Department reserves the right to exercise all legal and/or other equitable remedies in addition to or in lieu of those set forth herein. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

If the Grantee materially fails to comply with the terms and conditions of this Agreement, including violation of a Federal or State statute, rule or regulation, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance. Wholly or partly suspend or terminate this Agreement.
- Withhold further awards for the project or program.

E. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowed unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the following apply.

i. The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.

ii. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

10. RECORD KEEPING/AUDIT:

A. 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 (5) years following the completion date of the Agreement. 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.

B. The Grantee understands its duty, pursuant to Section 20.055(5) Florida Statutes, to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements contained herein, the Grantee shall comply with the applicable provisions contained in **Attachment F, "Special Audit Requirements"**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. 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 audit mandates and/or the 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 F, 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 DFS-A2-NS) 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.

12. CONTRACTOR / SUBCONTRACTOR:

- A. Any/all contractor(s) awarded a contract for construction of facilities under this Agreement must be bonded and insured.
- B. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 3D of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. 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.
- C. 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. 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.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. SITE DEDICATION REQUIREMENTS:

Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee, which is developed or acquired with LWCF funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land which is leased from the federal government or another public agency by Grantee, must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the parties that the lessor would assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. These dedications must be recorded in the county's public property records by the Grantee.

15. LOBBYING PROHIBITION:

Pursuant to 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. Further, in accordance with Section 11.062, Florida Statutes, no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

16. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal and state laws, and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal and state laws, 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.

17. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

18. CONTACTS:

Any and all notices required by this Agreement shall be delivered to the parties at the following addresses:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is:

Tamika Bass	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreational Grants	
3900 Commonwealth Blvd., MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	850-245-2501
Fax No.:	N/A
E-mail Address:	tamika.bass@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is:

Mr. Michael O'Dell	
Project Director	
Village of Wellington	
12300 Forest Hill Blvd	
Wellington, FL 33414	
Telephone No.:	561-753-2532
Fax No.:	N/A
E-mail Address:	modell@wellingtonfl.gov

19. INSURANCE:

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 its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its 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 its employees not otherwise protected.

- A. The Grantee warrants and represents that it is self-funded for, or shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

- B. The Grantee warrants and represents that it is self-funded for, or shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by the Grantee. The minimum limits of liability shall be as follows:
- \$300,000 for Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable.
 - \$300,000 for Hired and Non-owned Automobile Liability Coverage.
- C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.
- D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

If 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, Grantee shall provide documentation of such self-funded insurance to the Department.

20. CONFLICT OF INTEREST:

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.

21. UNAUTHORIZED EMPLOYMENT:

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

22. EQUIPMENT:

Reimbursement for equipment purchases is not authorized under the terms and conditions of this Agreement.

23. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget. 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 Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget, shall require formal Amendment to this Agreement.

24. QUALITY ASSURANCE:

The Grantee shall comply with all LWCF mandates, as a federal assistance program, any/all provisions of the National Environmental Policy Act (NEPA) of 1969, and associated guidance found in the following:

- (a). Council on Environmental Quality (CEQ) Regulations for Implementing NEPA, 40 CFR 1500-1508;
- (b). NEPA's Forty Most Asked Questions, CEQ;
- (c). Department of Interior (DOI) policy and procedures for implementing NEPA, (Departmental Manual 516 DM 1-6);
- (d). National Park Service (NPS), LWCF Program Manual, Chapter 4, including the Proposal Description and Environmental Screen Form (PD/ESF) developed from NPS Director's Order #12 and Handbook, "Conservation Planning, Environmental Impact Analysis, and Decision Making."

The Grantee and subcontractors are exclusively responsible for quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives. All sampling and analyses performed under the direction of Grantee or subcontractor must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.).

Grantee and subcontractors are solely responsible for the quality assurance practices, compliance, reporting, negligence or wrongful acts of its employees and agents regarding the environmentally-related measurements, sampling, analyses and/or data generation on land developed pursuant to this Agreement. NOTE: "Sample" refers to samples that have been either collected or analyzed on land developed pursuant to this Agreement.

25. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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 pursuant to section 287.134, F.S., 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 posts 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.

26. **LAND ACQUISITION:** The Grantee must own the Project site or lease it from a public agency. Land owned or leased by the applicant must be dedicated in perpetuity as a public outdoor recreation area.

Grantee has acquired an interest and/or right to real property, described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement. The following language shall be included in a Lease and/or other legal instrument regarding the Grantee's interest and/or right to real property. Any applicable recording fees are the sole responsibility of the Grantee:

"Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions contained in a certain Grant Award Agreement (DEP Agreement No. **LW641**), which is attached hereto as Exhibit ____ and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the interests and/or rights to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of _____ County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent Lease or other written legal instrument by which Grantee transfers or conveys interest and/or rights or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants. Grantee further agrees to give written notice to DEP of a change or transfer of any interest in the Property at least 20 calendar days prior to the date of such change or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. **LW641**, the total funding amount paid by the State of Florida, and the Department's Grant Manager's name."

If for any reason the above language is not incorporated into the Lease or legal instrument by which the Grantee obtained an interest and/or rights to the Property, the Grantee shall execute a separate Declaration of Restrictive Covenant (using a template obtained from the Department of Environmental Protection) that shall run with the interest and/or rights to the Property. Requests for the Declaration of Restrictive Covenant template shall be directed to the DEP Office of General Counsel, Institutional Control Attorney, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Prior to recording, such Declaration of Restrictive Covenant shall be reviewed, approved, and counter-signed by the Department. Any applicable recording fees are the sole responsibility of the Grantee.

27. PHYSICAL ACCESS AND INSPECTION:

Department has the right to inspect the Project and any and all records related thereto at any reasonable time during the course of the Project. Department staff shall perform an on-site inspection of the Project site to ensure compliance with the Agreement prior to release of the final grant payment. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

28. CONVERSION:

Should Grantee, within the period of dedication, convert all or part of the Project site to other than public outdoor recreational uses, the Grantee shall replace the area, facilities, resource or site at its own expense with an acceptable project of comparable or greater value, scope and quality pursuant to section 675.9.3 of the Manual.

29. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

30. SEVERABILITY CLAUSE:

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 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.

31. NON-COMPLIANCE:

Before the Project is closed, the Department and the NPS shall have the right to terminate this Agreement and demand return of the Program funds for non-compliance by a Grantee. Failure by Grantee to comply with the provisions of this Part or the Agreement will result in the Department declaring the Grantee ineligible for further participation in the LWCF until such time as compliance has been obtained, as determined by the Department, under the terms of the Agreement and the Manual.

32. SIGNAGE:

PERMANENT SIGNAGE: Grantee must erect a permanent information sign on the project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance, at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the project site and approved by the Department before the final project reimbursement request is processed.

33. ENTIRE AGREEMENT:

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

VILLAGE OF WELLINGTON

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

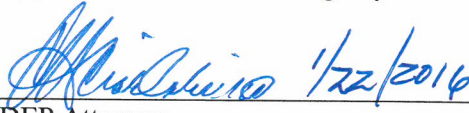
Date: _____

Date: _____

Tamika Bass, DEP Grant Manager

Grantee Attorney

Approved as to form and legality:

 1/22/2016

DEP Attorney

FEID No.: 65-0645105

* 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 (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report (2 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)
DEVELOPMENT
GRANT WORK PLAN

Project Name: Community Center Complex
Grantee Name: Village of Wellington

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

TASK #1: Development of: Community Center Complex	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
Task Description: (Primary project elements) Observation Boardwalk Multi-purpose Trail Outdoor Amphitheater Renovate Picnic Facility Renovate Boat Facility Renovate Observation Pier (Support project elements) Parking Landscaping	200,000.00	200,000.00	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project Notice of Limitation of Use Boundary Survey
TOTALS:	\$ 200,000.00	\$200,000.00	

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Federal Land and Water Conservation Fund (LWCF); approved plans and application approved for funding.

***All work must be completed in accordance with the approved plans.**

INSTRUCTIONS FOR COMPLETING GRANT WORK PLAN:

DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED: Identify ALL elements that will be completed under this Agreement.

DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department).

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement



Florida Department of Environmental Protection

LAND AND WATER CONSERVATION FUND PROGRAM
COMMENCEMENT DOCUMENTATION CHECKLIST
ATTACHMENT B

Required Signatures: No Signature

Following approval of these documents, the Department will issue written authorization to commence construction or acquisition of the project.

DEVELOPMENT COMMENCEMENT DOCUMENTATION

- ☐ 1. A professional site plan (detail specifications not required). A graphic document of the proposed development that shows the location of all existing and proposed buildings, facilities, etc. that is signed and dated by the project liaison. **Site plan cannot be any larger than 11X14 or 14X17. If part of a larger simultaneous development or part of a phased project, please color code the current project elements and/or any phases/existing elements. (3 copies)**
- ☐ 2. Commencement Certification (**Form Attached –DRP-123**)
- ☐ 3. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. **Survey cannot be any larger than 11X14 or 14X17. (See LWCF Project Boundary Map Requirements Form Attached) (3 copies)**
- ☐ 4. The results of a title search **and** the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property **or** a copy of title insurance. **A warranty deed will not suffice.**
- ☐ 5. If land will be used as a match, send either a copy of the taxed assessed value or a complete appraisal supporting fair market value of land utilized as project matching funds. Appraisal must be no earlier than one year prior to the closing date of the submission period. **The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL).** (http://www.dep.state.fl.us/lands/appraisal_list.htm or CALL 850-245-2658) **(1 Copy)**
- ☐ 6. Certification of Manual Possession (**Form Attached – DRP-124**)



Florida Department of Environmental Protection

LAND AND WATER CONSERVATION FUND PROGRAM
COMMENCEMENT DOCUMENTATION CHECKLIST
ATTACHMENT B

ACQUISITION COMMENCEMENT DOCUMENTATION

- ☐ 1. A written offer to purchase from the grantee to the land owner with a statement of or Waiver of Just compensation.
- ☐ 2. A self contained narrative appraisal. The appraisal must be prepared by an appraiser on DEP's Division of State Lands (DSL) approved appraiser list. http://www.dep.state.fl.us/lands/appraisal_list.htm. If the property is \$1,000,000 or less in appraised value, one appraisal is required. If the property exceeds \$1,000,000 in appraised value, two appraisals are required. **The appraisal(s) must be prepared in accordance with the LWCF Manual (<http://www.nps.gov/ncrc/programs/lwcf/manual/lwcf.pdf>) and Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Standards)**, which establishes the fair market value of the project site. The fair market value of the project site shall be based on its highest and best use. The appraisal(s) shall be dated no earlier than (6) months prior to the closing date of the application period. The appraisal(s) will be reviewed by a state certified appraiser, with the review to be obtained by DEP. Payment of appraisal review fees, if any, will be the responsibility of the grantee and will be made by the grantee upon and pursuant to direction of the Office of Financial Management. These costs are not reimbursable. **(2 copies)**
- ☐ 3. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. The survey must be updated to within one year of the closing date of the application submission period. **Survey cannot be any larger than 11X14 or 14X17. (See LWCF Project Boundary Map Requirements Form Attached) (3 copies)**
- ☐ 4. The results of a title search **and** the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property **or** a copy of title insurance. **A warranty deed will not suffice.**
- ☐ 5. If applicable, a Mean High Water Survey must be done within 45 days of the appraisal.
- ☐ 6. Certification of Manual Possession **(Form Attached – DRP-124)**

Forms may be found at our website: www.dep.state.fl.us/parks/oirs



Florida Department of Environmental Protection

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

DEP USE ONLY

STATE FUNDING PARTICIPATION: _____ %

Total project costs to date	\$
State Obligation to date	\$
State retainage (_____ %)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

DEP Project Administrator

Date

Division Director or Designee

Date

ATTACHMENT D

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm



Florida Department of Environmental Protection
Attachment E
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

[illegible]

Period Covered (Check Appropriate Period):	Due May 5 th	Due September 5 th	Due January 5 th
<input type="checkbox"/> January through April:			
<input type="checkbox"/> May through August:			
<input type="checkbox"/> September through December:			

Page 2 of 2
DRP-109 (Effective 05-22-2015)

ATTACHMENT F

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 Attachment 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 Attachment 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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- 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
Original Agreement	U.S. Department of the Interior, NPS	15.916	Land and Water Conservation Fund Grants	\$200000	140001

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award				\$200000
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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.