

DEP AGREEMENT NO. LW673

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
ACQUISITION OR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES
AGREEMENT FOR FISCAL YEAR 2017-2018**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes ("F.S.") between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department"), and **VILLAGE OF WELLINGTON**, whose address is 12300 Forest Hill Blvd, Wellington, Florida, 33414-5785 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as **Essex Park**, (hereinafter referred to as the "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.

WHEREAS, the Department is authorized to administer the Land and Water Conservation Fund ("LWCF") State Assistance Program, pursuant to the Land and Water Conservation Fund Act of 1965, as amended; Public Law 88-578, Title 54, U.S.C. Chapter 2003 and Section 375.021(4), F.S.; and,

WHEREAS, the Department received federal financial assistance through the Land and Water Conservation Fund Project Agreement No. **12-00673** from the United States Department of the Interior, National Park Service (hereinafter referred to as "USDOI" or "NPS") for the purposes of administering LWCF Program Funds for public outdoor recreation projects; and,

WHEREAS, pursuant to subsections 62D-5.069(16) and 62D-5.070(4), Florida Administrative Code ("F.A.C."), the Grantee, as an approved applicant following a competitive evaluation of eligible program applications, has been determined to be a subrecipient of the LWCF Program Funds being administered and monitored by the Department. Thus, the Grantee and Department are additionally responsible for complying with the appropriate federal guidelines in performance of the Project activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 375.021(4), F.S. and Rules 62D-5.068 through 62D-5.074, F.A.C., as may be amended from time to time, the Parties hereto agree as follows:

1. ENTIRE AGREEMENT.

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's form or invoices shall be null and void.

2. TERMS OF AGREEMENT.

The Grantee hereby agrees to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits that are attached hereto or incorporated by reference. The Grantee acknowledges that receipt of this grant does not imply or guarantee that a federal, state, or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state, or local laws.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at the following website:

<https://floridadep.gov/ooo/land-and-recreation-grants/content/land-and-water-conservation-fund-program>, or by contacting the Department's Grant Manager, listed in paragraph 3 of this Agreement.

Prior to commencement of the Project, the Grantee shall submit to the Department all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-122**, available online and incorporated herein by reference. Upon approval by the Department, the Department will issue a written "Notice to Commence" to the Grantee. Unless and until the Department issues the "Notice to Commence" authorizing Grantee to commence the Project, the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind incurred after the effective date of the Agreement but prior to the "Notice to Commence."

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. **Any conceptual site plan may be altered by the Grantee only after written approval by the Department and NPS.** All utility lines installed within the Project site shall be placed underground.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the proper and full completion of the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed and sealed set of the Project Plans to the Department as a condition of and prior to commencement of any Development.

Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public in accordance with Rule 62D-5.074, F.A.C. Land that 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 will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with subsection 62D-5.074(1), F.A.C. The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. Facilities shall be kept in reasonable repair for a minimum of twenty-five (25) years from the date set forth on the Project Completion Certification to prevent undue deterioration. This Agreement is not transferable.

3. **GRANT ADMINISTRATION.**

- A. All approvals, written or verbal, and other written communication between the Parties, including all notices, shall be obtained by or sent to the Parties' Grant Managers. All written communication shall be 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.
- B. The Department's Grant Manager (who may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	Tamika.Bass@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Ms. Tanya Quickle or Successor	
Director of Admin & Financial	
Village of Wellington	
12300 Forest Hill Blvd	
Wellington, Florida 33414-5785	
Telephone No.:	561-791-4000
E-mail Address:	tquickel@wellingtonfl.gov

If a different Grant Manager is designated by either Party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other Party and maintained in the respective Parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

C. The Department, and in certain circumstances the NPS, must approve any changes to this Agreement. The Grantee shall submit any request for an amendment to the Department's Grant Manager, who will determine whether the request requires NPS approval. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both Parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by USDOJ, NPS and the Florida Legislature.

D. All days in this Agreement are calendar days unless otherwise specified.

4. PERIOD OF AGREEMENT.

This agreement shall be effective **September 22, 2017** ("Effective Date"), through **September 30, 2020** ("Expiration Date"). However, all work under this Agreement must be completed no later than **May 31, 2020**, which shall also be the "Project Completion Date."

5. FUNDING.

The Grantee, pursuant to LWCF Guidelines, shall be eligible for authorized reimbursement of costs through the Project Completion Date of this Agreement. The costs must meet all requirements and financial reporting of the LWCF Program and rules and regulations applicable to expenditures of federal and state funds. These rules and regulations are hereby adopted and incorporated by reference.

A. If the Grantee's approved Project includes the acquisition of land, the Grantee shall purchase the Project site according to mandates of the LWCF Program, as more particularly described in the LWCF Federal Financial Assistance Manual (Manual) (<https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>). The Department determines the total Grant Award based on the Project cost, negotiated purchase price, or approved appraised value, whichever is lowest. All Grant Awards are subject to annual appropriations by USDOJ, NPS, and the Florida Legislature. If the negotiated purchase price or approved appraised value is greater than the annual appropriation by USDOJ, NPS and the Florida Legislature, the Grantee must pay the additional cost.

B. As consideration for the Grantee's satisfactory completion of the approved Project under LWCF Guidelines and the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of **\$200,000.00** towards the total estimated approved Project cost of **\$400,000.00**. The Parties understand and agree that this Agreement requires at least a fifty percent

(50%) non-federal match from the Grantee towards the work funded under this Agreement. Therefore, the Grantee is responsible for providing **\$200,000.00** towards the Project 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 Awards may be revised by the Department due to the availability of LWCF Program Funds. Grant Awards are contingent upon appropriation by the USDO, NPS, and the Florida Legislature.

- C. All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in the Manual. Grantee acknowledges and agrees not to provide ineligible match sources, including real property acquired or funds obtained from any of the following sources:
- i. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and Land and Water Conservation Fund (LWCF);
 - ii. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
 - iii. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all or part of the Grantee's required match must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit appraisal(s), obtained at its own expense and prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA"). The appraisal must establish the fair market value of the Project site. Property appraised at \$500,000 or less requires one (1) appraisal. Property exceeding \$500,000 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period. The appraisal must be prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under the provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Project cost is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the Project cost is lowest of the two appraisals or the purchase price. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement.

6. DELIVERABLES.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment A, Project Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and in accordance with LWCF Guidelines. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all Attachments and Exhibits incorporated herein.

7. PERFORMANCE MEASURES.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Project Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or sub-grantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project site. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

8. ACCEPTANCE OF DELIVERABLES.

- A. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the

Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

- B. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Project Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Project Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Project Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

9. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE.

- A. Withholding Payment. In addition to the specific consequences explained in the Project Work Plan, the State of Florida reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- B. Corrective Action Plan. If the Grantee fails to correct all deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
- i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written 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.
 - ii. 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.
 - iii. 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.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

- C. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, or regulations the Department may take one or more of the following actions, as appropriate for the circumstances.
- i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - ii. 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.

- iii. Wholly or partly suspend or terminate this Agreement.
- iv. Withhold further awards for the Project or LWCF Program.
- v. Take other remedies that may be legally available.
- vi. If the Grantee incurs any financial obligations during a suspension or after termination of this Agreement they are not reimbursable unless the Department expressly authorizes them in the notice of suspension or termination. If the Grantee can demonstrate that the costs incurred during suspension or after termination were necessary and not reasonably avoidable, the Department may reimburse those costs if the following apply:
 - a. The costs result from obligations that were properly incurred by the Grantee before the effective date of suspension or termination, were not in anticipation of it, and in the case of termination, are noncancelable, and;
 - b. 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.

The remedies identified above do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

- D. If the Grantee materially fails to comply with the terms stated in this Agreement or with any provisions of Chapter 62D-5, F.A.C., the Department shall terminate this Agreement and demand return of the LWCF Program Funds. Furthermore, the Department shall declare the Grantee ineligible for further participation in LWCF until the Grantee is in compliance pursuant to subsection 62D-5.074(4), F.A.C.

10. **PAYMENT.**

- A. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Project Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, F.S. To obtain the applicable interest rate, please refer to: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- B. **Taxes.** The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- C. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is outlined in paragraph 5.B. of this Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- D. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Project Work Plan. The Grantee shall request reimbursement using **Attachment C, Payment Request Summary Form, DRP-115**, available online and incorporated herein by reference. To be eligible for reimbursement, Project costs must comply with the laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the LWCF Manual and Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**, available online and incorporated herein by reference.
- E. **Project Costs and Cost Limits:**
 - i. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.073(2)(a), F.A.C., and as provided herein. The Grantee must incur all reimbursable Project costs between the Effective Date of the Agreement and the Project Completion Date as set forth in the Project Completion Certification. If the total cost of the Project exceeds the grant amount and the required match the Grantee must pay the excess cost.
 - ii. **Cost Limits.** Pursuant to paragraph 62D-5.073(2)(b), F.A.C., project planning expenses for

Development Projects, such as architectural and engineering costs, permitting fees, and project inspection fees, are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost. These costs must be incurred between the Effective Date of this Agreement and the Project Completion Date.

- F. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Project Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- G. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the Project Completion Date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Project Work Plan must be performed on or before the Project Completion Date of the Agreement. The Department will not process the final payment until the Grantee has met the match requirement.
- H. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of funding and grants from the USDOJ and NPS. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if USDOJ, NPS, and/or the Florida Legislature reduces or eliminates appropriations.
- I. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

11. DOCUMENTATION REQUIRED FOR COST REIMBURSEMENT GRANT AGREEMENTS AND MATCH.

Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- A. Salaries/Wages (Grantee Labor). 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 on the Grantee's approved Cost Analysis to be submitted pursuant to Attachment A, Project Work Plan, Task 1.
- B. 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 exceed 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.
 - i. Fringe Benefits (Employee Benefits) – Shall be calculated at a rate up to 40% of direct salaries.
 - ii. Indirect Cost – Shall be calculated at 15% of direct costs.
- C. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices. Subcontracts that involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible 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 shall be charged on the excessive rate.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment A, Project Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under Section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- D. Rental/Lease of Equipment. Match or reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
- E. Travel. The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
- F. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- G. 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 applicable. The Grantee must provide the requested information within thirty (30) calendar days of such request. The Department may also require the Grantee to submit a cost allocation plan 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 and uniform administrative requirements for federal programs can be found under 2 CFR 200 and 2 CFR 1402, at <http://www.ecfr.gov>.
- H. Because of the federal funds awarded under this Agreement, the Grantee 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 provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

12. REPORTS.

- A. The Grantee shall utilize **Attachment E, Project Status Report, DRP-109**, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, 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 January 5, May 5, and September 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 Status Report is due sixty (60) days prior to the Expiration Date of this Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).

13. RETAINAGE.

- A. For Development Projects only, the Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the completion documentation set forth in paragraph 62D-5.073(2)(c) and subparagraph 62D-5.073(7)(e)2., F.A.C.
- B. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Project Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Project Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- D. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.
- F. The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

14. PROJECT COMPLETION CERTIFICATION.

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee shall submit to the Department **Attachment F, Project Completion Certification Form, DRP-126**, available online and incorporated herein by reference. The Project must be designated complete prior to release of final reimbursement.

15. SIGNAGE.

Grantee must erect a permanent information sign on the Project site that 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. The required LWCF Logo, LWCF Terms of Use, and sample sign are available online: <https://floridadep.gov/ooo/land-and-recreation-grants/content/land-and-water-conservation-fund-program>.

16. SITE DEDICATION.

The interest in land developed or acquired by the Grantee with LWCF Program Funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, specifically Section 6(f)(3), as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land that 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 will 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.

17. LAND ACQUISITION.

- A. **Reimbursement.** For Acquisition Projects, reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following:
- i. Uniform Appraisal Standards for Federal Land Acquisitions (“UASFLA”) standard appraisal; and
 - ii. A signed and sealed survey of the Project site prepared pursuant to subparagraph 62D-5.058(6)(f)2., F.A.C.; and
 - iii. Title Opinion prepared by a member of the Florida Bar or a licensed title insurer covering the prior thirty (30) year period; and
 - iv. An Environmental Assessment (see 43 CFR § 46(D)); and
 - v. Conduct a Section 106 Review and provide the State Historic Preservation Officer’s findings; and
 - vi. Resubmit the PD/ESF valuation certification after the UASFLA appraisal.
- B. **Site Development.** The Grantee shall have three (3) years from completion date set forth in the Project Completion Certification to develop the property, unless extended by staff upon written request of the Grantee for good cause, as outlined in paragraph 62D-5.073(6)(f), F.A.C.

18. CONVERSION.

This Project site acquired and/or developed with LWCF assistance shall be retained and used for public outdoor recreation. This Project site so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual and all other applicable regulations. All conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDOJ, NPS, and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee shall replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable or greater value, scope, and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps shall be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval, is required. This commitment will be in the form of an amendment to the original Agreement.

19. INSURANCE.

- A. **Required Coverage.** At all times during this Agreement the Grantee, at its sole expense, shall maintain insurance coverage of the types and with the terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
- i. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual’s claim and \$300,000 each occurrence.

i. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under this Agreement.

ii. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/\$300,000 Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/\$300,000 Hired and Non-Owned Automobile Liability Coverage

iii. Other Insurance.

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker'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. Questions concerning required coverage should be directed to the U.S. Department of Labor (<https://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

- B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of the types and with the terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere this Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after cancellation of the coverage.

20. TERMINATION.

- A. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving thirty (30) days' written notice to the Grantee, when the Department determines, in its sole

discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. 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.

- B. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- C. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

21. NOTICE OF DEFAULT.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

22. EVENTS OF DEFAULT.

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- A. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement.
- B. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.
- C. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- D. Failure to honor any term of the Agreement.
- E. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority.
- F. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement.
- G. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act.
- H. Failure to maintain the insurance required by this Agreement.

- I. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by the Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
 - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

23. SUSPENSION OF WORK.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within ninety (90) days, or any longer period agreed to by the Parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after thirty (30) days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

24. FORCE MAJEURE.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

25. INDEMNIFICATION.

- A. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. Personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;

- ii. The Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- B. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- C. Notwithstanding paragraphs 25.A. and 25.B. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: 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, F.S. 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.
- D. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

26. LIMITATION OF LIABILITY.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of this Agreement. Such liability is further limited to a cap of \$100,000.

27. REMEDIES.

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under this Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy claim for damages, penalties, costs and the like asserted by or against it.

28. WAIVER.

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

29. STATUTORY NOTICES RELATING TO UNAUTHORIZED EMPLOYMENT AND SUBCONTRACTS.

- A. The Department shall consider the employment by any Grantee of unauthorized aliens 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.
- B. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. **Public Entity Crime.** 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, 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 Grantee, supplier, subcontractor, or consultant

- under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. Discriminatory Vendors. 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.
 - iii. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. 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.

30. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

- A. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- B. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a Project compliance with all pertinent federal environmental laws. To facilitate and document the NEPA process, the LWCF Proposal Description and Environmental Screening Form (PD/ESF) was completed and submitted as part of the approved LWCF application to the NPS. The ESF administratively documents a Categorical Exclusion (CE) recommendation or the necessity of further environmental review through an Environmental Assessment (EA) or Environmental Impact Statement (EIS), as necessary. NPS will conduct an independent review of the PD/ESF and determine the appropriate action. When applicable, the Grantee will coordinate with the Department to ensure the Project's compliance with NEPA, and appropriate documentation of such compliance will be maintained by both Parties.
- C. Pursuant to 36 CFR § 59.4, Section 6(f)(8) of the Land and Water Conservation Fund Act prohibits discrimination based on residence, including preferential reservation or membership systems, except to the extent that reasonable differences in admission and other fees may be maintained on such basis. This prohibition applies to both regularly scheduled and special events. Fees charged to nonresidents cannot exceed twice that charged to residents. When there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable state or local facilities. Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. The Grantee is prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only. Nonresident fishing and hunting license fees are excluded from these requirements.
- D. 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.
- E. Grantee agrees to comply with the Americans with Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.

- F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- G. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

31. SCRUTINIZED COMPANIES.

- A. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

32. CONTRACT PROVISIONS AND REGULATIONS.

The Grantee agrees to comply with, and include as appropriate in subcontracts and subgrants, the provisions contained in **Attachment H, Contract Provisions for DOI-Funded Agreements**, attached hereto and made a part hereof.

33. LOBBYING AND INTEGRITY.

- A. The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.
- B. If this Agreement is for more than \$100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **Attachment I, Disclosure of Lobbying Activities**, in accordance with the instructions. If this Agreement is for less than \$100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

34. RECORD KEEPING.

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) 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 or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>).

- B. Records for real property acquired with federal funds shall be retained for five (5) years following final disposition. "Final disposition" of real property means that the property has been approved for conversion. So long as the LWCF retains any interest in the property all records regarding that property must be retained.

35. AUDITS.

- A. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the 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 Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- B. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. 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.
- C. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment G. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment G, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR § 200.330 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/>.
- D. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.

36. CONFLICT OF INTEREST.

Pursuant to 2 CFR § 200.112, the Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

37. INDEPENDENT CONTRACTOR.

The Grantee is an independent contractor and is not an employee or agent of the Department.

38. SUBCONTRACTING.

- A. 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 11.C. of this Agreement, which require prior approval. The Grantee shall provide a copy of the executed subcontract to the Department upon request from the Department. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.
- B. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- C. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- D. The Department's actions under paragraphs 38.B. or 38.C. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- E. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- F. The Department 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.
- G. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

39. GUARANTEE OF PARENT COMPANY:

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

40. SURVIVAL:

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

41. THIRD PARTIES:

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

42. SEVERABILITY:

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

43. GRANTEE'S EMPLOYEES, SUBCONTRACTORS AND AGENTS:

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

44. ASSIGNMENT:

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

45. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that 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 of this section, 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 this section.

46. PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS:

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- A. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.

- B. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
 - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- E. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

47. EQUIPMENT:

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

48. QUALITY ASSURANCE REQUIREMENTS:

There are no special Quality Assurance requirements under this Agreement.

49. PUBLIC RECORDS REQUIREMENTS:

- A. If this Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of service under this Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with this Agreement (Public Records), unless the Public Records are exempt from Section 24(a) of Article I of the Florida Constitution or Section 119.07(1), F.S.
- B. The Department may unilaterally terminate this Agreement if the Grantee refuses to allow public access to Public Records as required by law.
- C. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.
For the purposes of this paragraph, the term "contract" means the "Agreement." If the Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply:
 - i. Keep and maintain Public Records required by the Department to perform the service.
 - ii. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - iii. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
 - iv. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
 - v. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon

completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

50. EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN:

This Agreement, and any Amendments or Change Orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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: _____
Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Attest: _____

By: _____

FEID No.: **65-0645150**

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign this Agreement on behalf of the Grantee must accompany this Agreement.

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

Specify Type Letter Number Description (include number of pages)

Attachment	A	Project Work Plan (3 Pages)
Attachment	B	Commencement Documentation Checklist – DRP-122 https://floridadep.gov/ooo/land-recreation-grants/forms/lwcf-commencement-documentation-checklist
Attachment	C	Payment Request Summary Form – DRP-115 https://floridadep.gov/ooo/land-recreation-grants/forms/payment-request-summary-form
Attachment	D	Contract Payment Requirements https://floridadep.gov/ooo/land-and-recreation-grants/forms/contract-payment-requirements
Attachment	E	Project Status Report Form – DRP-109 https://floridadep.gov/ooo/land-and-recreation-grants/forms/project-status-report
Attachment	F	Project Completion Certification – DRP-126 https://floridadep.gov/ooo/land-recreation-grants/forms/lwcf-project-completion-certification
Attachment	G	Special Audit Requirements (5 Pages)
Attachment	H	Contract Provisions for DOI-Funded Agreements (5 Pages)
Attachment	I	Disclosure of Lobbying Activities (2 Pages)

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

Project Name: **Essex Park**
Grantee Name: **Village of Wellington**
LWCF Project #**LW673**

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and including but not limited to: local, state and federal laws, the approved Project Plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 2 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. For Development Projects, the Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in subparagraph 62D-5.073(7)(e)2., F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at **1250 Essez Drive, Wellington, FL 33414-4765** and is a "**Development Project**" pursuant to paragraph 62D-5.00(5)(b), F.A.C.

BUDGET: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match for development projects will be provided by cash, in-kind service costs, or donated real property, as set forth in Rule 62D-5.070(6)(b)1., F.A.C. Required match for acquisition projects will be provided by cash or real property donated, as set forth in Rule 62D-5.070(6)(b)2., F.A.C. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$200,000.00
Total estimated Project Cost:	\$400,000.00
Match Ratio:	50%

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-122) ¹ , which includes: 1. A professional site plan;	DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122)	180 Days after Execution of Agreement ²	The Department shall terminate the project agreement if the required Deliverables are not submitted and approved by the Department.

<ol style="list-style-type: none"> 2. Commencement Certification (DRP-123); 3. A boundary survey; 4. Results of title search and the opinion prepared by the member of the Florida Bar or Licensed title insurer; 5. Land Appraisal**; and 6. Certification of Manual Possession (DRP-124) <p>1.B. A Cost Analysis Form with detailed budget and/or In-House Cost Schedule(s)</p> <p>**If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-122), and will be required prior to commencement.</p>	<p>1.B. Cost Analysis Form with detailed budget and/or In-House Cost Schedule(s)</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p>		
<p>TASK 2</p> <p>2.A. Development of Project Elements, which includes: Renovate a picnic facility; renovate a playground; construct a fishing pier; construct an additional picnic facility; construct a multi-use pathway; install landscaping; and use an allocated portion of funding for park engineering and design.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-125), which includes:</p> <ol style="list-style-type: none"> 1. Project Completion Certificate (DRP-126); 2. Final “As-Built” site plan; 3. Boundary map (if applicable); 4. Color Project Photographs; 5. Notice of Limitation of Use/Site Dedication (DRP-113); 6. Florida Park Inventory Form 7. Final Payment Request (DRP-1115) <p>2.C. Final Status Report (DRP-109)</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125)</p> <p>2.C. Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award amount, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>May 31, 2020³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. LWCF documentation is available at <https://floridadep.gov/ooo/land-and-recreation-grants/content/land-and-water-conservation-fund-program> and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Expiration Date of Agreement as outlined in Paragraph 4 of the DEP Agreement.

ATTACHMENT G

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, as revised, 2 CFR Part 200, Subpart F, 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 2 CFR Part 200, Subpart F, 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 (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. 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, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) 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, and 2 CFR Part 200, Subpart F 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 www.cfda.gov.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 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 \$750,000 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 \$750,000 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.myflorida.com/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 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) 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/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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 one of the following addresses:

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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, as revised, and 2 CFR Part 200, Subpart F, 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, as revised and 2 CFR Part 200, Subpart F, 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 Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning – Land and Water Conservation Fund Grants	\$200,000.00	14001

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

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

				Total Award	\$200,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] 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.

ATTACHMENT H

Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. 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.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available. The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or

- is consistent with the Recipient's legal duty to furnish information.
- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. Davis Bacon Act
If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
5. Contract Work Hours and Safety Standards Act
Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under Agreement
If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)
The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Recipient shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
10. Procurement of Recovered Materials
The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations
Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.
12. Rights to Patents and Inventions Made Under a Contract or Agreement
Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175) Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)
Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121
Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.
16. Whistleblower Protection
Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
 - (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - (c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

18. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

DEPARTMENT OF INTERIOR-SPECIFIC

20. Department of Interior (DOI) General Terms and Conditions

Recipients shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.

21. DOI Regulations

Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

22. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

23. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

24. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior's Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

25. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

26. Land and Water Conservation Fund (LWCF) Project Agreement General Provisions Recipients shall comply with the LWCF Project Agreement General Provisions available at <https://www.nps.gov/ncrc/programs/lwcf/pub.htm>, and incorporated by reference.
27. LWCF Federal Financial Assistance Manual
As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at <https://www.nps.gov/ncrc/programs/lwcf/pub.htm>, and incorporated by reference.
28. Historic Preservation.
As applicable, Recipients shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).

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Attachment I

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier_____, if known: Congressional District, if known : ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable :	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this