



# Participant Instructions

Please have your Project Agreement available for the Presentation  
And

**Download** from our website the following forms:

[Commencement Checklist](#) and forms

[Status Report](#) form

[Reimbursement Checklist](#) and forms

[Completion Checklist](#) and forms



<https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance>





# **FY2020-2021 Land and Conservation Fund Program On-boarding Webinar**





# Agenda

- Program Overview and Purpose
- Grant Agreement
- Commencement documents
- Status Report
- Amendments
- Completion documents
- Reimbursement documents
- Post Completion
- Questions or Comments





# Land and Recreation Grants Regional Map







# Program Overview and Purpose







# LWCF Administrative Rule

## Rule Chapter 62D-5 Part VII

- Outlines all the rules that govern the LWCF program
- The Rule covers program information from purpose of the program to program completion.
- <https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance>

The screenshot shows the Florida Department of State website for the Florida Administrative Code & Florida Administrative Register. The page is titled "Rule Chapter: 62D-5" and lists the chapter title as "FINANCIAL ASSISTANCE FOR OUTDOOR RECREATION". Below this, there is a "View Chapter" section with a document icon and the text "62D-5". To the right, there is a link to "Add to MyFLRules Favorites".

The "View Individual Rules" section contains a table with the following data:

Latest Version	Rule No.	Rule Title	Effective Date
	<a href="#">62D-5.053</a>	Purpose	12/10/1990
	<a href="#">62D-5.054</a>	Definitions	8/15/2004
	<a href="#">62D-5.055</a>	General Requirements	7/5/2001
	<a href="#">62D-5.056</a>	Application Requirements and Processing	8/15/2004
	<a href="#">62D-5.057</a>	Evaluation Criteria	8/15/2004
	<a href="#">62D-5.058</a>	Grant Administration	8/15/2004
	<a href="#">62D-5.059</a>	Compliance Responsibilities	8/15/2004
	<a href="#">62D-5.068</a>	Purpose	7/15/2001
	<a href="#">62D-5.069</a>	Definitions	7/15/2001
	<a href="#">62D-5.070</a>	General Requirements	7/15/2001





# Project Agreements







# LWCF Grant Agreement

The project grant agreement, or contract, is the device which allows the Grantee and the Department to establish and agree upon the specific responsibilities for the administration of the grant award. The contract incorporates and references the administrative rule and the financial reporting procedures.

The project grant agreement is a basic, standardized contract created for each individual grant project.







# Receipt of Grant Agreement

- The Grantee will receive electronic notification when the draft Grant Agreement is ready for review and approval.
- Please read and familiarize yourself with the agreement as this document contains important information concerning your responsibilities as a Grantee.
- It is the responsibility of the Grantee to inform the Department of any revisions to the agreement that may be required. All revision requests will be forwarded to the Department's program attorney for further review and approval.
- If no revisions are needed, please have the appropriate signatory authority sign and return the agreement to our office via electronic mail. This method is the most secure and ensures that documents are not misplaced.





# Certification of Insurance



Florida Department of Environmental Protection

## CERTIFICATION OF INSURANCE FORM

Required Signatures: **Adobe Signature**

### PROOF OF INSURANCE PROVIDED

Grantee: \_\_\_\_\_

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

Project Number: \_\_\_\_\_

I \_\_\_\_\_ REPRESENTATIVE FOR (city/county district) \_\_\_\_\_  
HEREBY CERTIFY THAT I HAVE ATTACHED PROOF OF GENERAL LIABILITY INSURANCE THAT  
IS CURRENT, IN GOOD STANDING AND SHALL REMAIN IN EFFECT THROUGH THE DURATION  
OF THIS LAND AND WATER CONSERVATION FUND (LWCF) PROGRAM GRANT PERIOD.

Signature: \_\_\_\_\_

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

- OR -

### SELF-CERTIFIED ACKNOWLEDGEMENT

Grantee: \_\_\_\_\_

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

Project Number: \_\_\_\_\_

I \_\_\_\_\_ REPRESENTATIVE FOR (city/county district) \_\_\_\_\_  
HEREBY CERTIFY THAT THE (city/county district) \_\_\_\_\_ IS SELF  
INSURED AND THIS COVERAGE SHALL LAST THROUGH THE DURATION OF THIS LAND AND  
WATER CONSERVATION FUND (LWCF) PROGRAM GRANT PERIOD.


Signature: \_\_\_\_\_

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



# Proof of Insurance

- The certificate should demonstrate the existence and coverage amount for each type of applicable coverage.
- It is the responsibility and duty of the Grantee to maintain coverage on the project from the grant execution date to the grant expiration date.
- Upon receipt of written request from the Department, the Grantee shall furnish proof of insurance coverage.
- Failure to maintain insurance coverage constitutes a default and can result in termination.
- Insurance requirements are outlined in the grant agreement:
  - Attachment 1, paragraph 12
  - Attachment 2, paragraph 8

CERTIFICATE OF COVERAGE		
Certificate Holder Florida Department of Environmental Protection Attn: Tara Reynolds 3900 Commonwealth Boulevard Tallahassee, Florida 32399		Service Company  Issue Date 5/28/20  Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065
<small>COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.</small>		
COVERAGE PROVIDED BY: <b>FLORIDA ASSOCIATION OF COUNTIES TRUST</b>		
AGREEMENT NUMBER: FACT 9019	COVERAGE PERIOD: FROM 10/1/19	COVERAGE PERIOD: TO 10/1/20 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY		
<b>General Liability</b> <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Medical Attendants/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Civil Rights Liability <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard <input checked="" type="checkbox"/> Florida Claims Bill Endorsement <input checked="" type="checkbox"/> Deductible \$5,000  <b>Limits of Liability</b> \$1,000,000 Per Occurrence/\$3,000,000 Aggregate  <input checked="" type="checkbox"/> Employment Practices Liability <input checked="" type="checkbox"/> Deductible \$5,000 <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Deductible \$1,000 <input checked="" type="checkbox"/> Florida Claims Bill Endorsement  <b>Limits of Liability</b> \$1,000,000 Per Occurrence/\$2,000,000 Aggregate		<b>Automobile Liability</b> <input type="checkbox"/> All owned Autos (Private Passenger) <input type="checkbox"/> All owned Autos (Other than Private Passenger) <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Florida Claims Bill Endorsement <input type="checkbox"/> Deductible N/A  <b>Limits of Liability</b> N/A
Description of Operations/Locations/Vehicles/Special Items  Re: Grant Award - Woolley Park Improvements.  The certificate holder is hereby added as an additional insured, as respects the member's liability for the above description.  <small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.</small>		
DESIGNATED MEMBER  WAKULLA COUNTY &/or WAKULLA COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY PO BOX 1263 CRAWFORDVILLE FL 32327		CANCELLATIONS <small>SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL, 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.</small>   AUTHORIZED REPRESENTATIVE





# Example LWCF Agreement

## Section 1

Agreement Number



## Section 3

Agreement Execution Date &  
Agreement Expiration Date



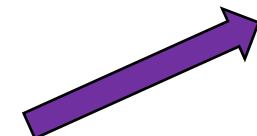
## Section 4

Project Number  
Project Scope of Work (SOW)



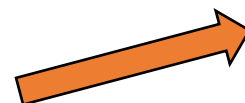
## Section 5

Maximum Grant Award Amount  
Required Grantee Match  
Total Project Cost



## Section 7

Attachments Incorporated by Reference



STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Grant Agreement			
This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:			
1. Project Title (Project): Lancaster Park	Agreement Number: LW735		
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)		Grantee Name: City of Kissimmee Entity Type: a local government Grantee Address: 101 Church Street, Kissimmee, Florida 34741-5054 EED: 50-6000340 (Grantee)	
3. Agreement Begin Date: upon execution		Date of Expiration: December 31, 2024	
4. Project Number: LW735 (If different from Agreement Number)		Project Location(s): 101 Pleasant Hill Road, Kissimmee, Florida 34741-6562 (Osceola County)	
Project Description: The improvements at Lancaster Park are: a new kayak launch, picnic facility, playground, waterfront access hiking trails, landscaping, restrooms, parking, benches, trash receptacles, and signage.			
5. Total Amount of Funding: \$1,000,000.00	Funding Source? <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> Grantee Match	Award #s or Line Item Appropriations: Line Item No. 1692A, GAA, FY2021-2022	Amount per Source(s): \$1,000,000.00 \$1,000,000.00 Total Amount of Funding + Grantee Match, if any: \$2,000,000.00
6. Department - Grant Manager Name: Angela Bright or successor Address: 3900 Commonwealth Blvd. MS# 585 Tallahassee, FL 32399 Phone: 850-245-2501 Email: angela.bright@floridadep.gov		Grantee - Grant Manager Name: Steve Lackey, Asst. Director Parks & Rec. or successor Address: 101 Church Street Kissimmee, Florida 34741-5054 Phone: (407) 518-2342 Email: slackey@kissimmee.org	
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:			
<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements			
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions			
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan			
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements			
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements			
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements			
<input checked="" type="checkbox"/> Attachment 7: LW735 Grant Award Terms (Federal) *Copy available at <a href="https://facts.fidfs.com">https://facts.fidfs.com</a> , in accordance with §215.985, F.S.			
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)			
<input type="checkbox"/> Additional Attachments (if necessary):			
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form			
<input type="checkbox"/> Exhibit B: Property Reporting Form			
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form			
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants			
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo			
<input type="checkbox"/> Additional Exhibits (if necessary):			



# Example LWCF Agreement

## Grantee Signature Block

Please make sure to print name and title of signatory authority. FDEP will not sign without this information.



## FDEP Signature Block


The date of this signature is the Agreement Execution Date. Also, the date in which your project timeline begins.




8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	P21AP12032
Federal Award Date to Department:	9/21/21
Total Federal Funds Obligated by this Agreement:	\$1,000,000.00
Federal Awarding Agency:	National Park Service
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Kissimmee	GRANTEE
Grantee Name	
By 	Date Signed
(Authorized Signature)	
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By 	Date Signed
Secretary or Designee	
Callie DeHaven, Director, Division of State Lands, Florida ASLO	
Print Name and Title of Person Signing	

☐ Additional signatures attached on separate page.

Total project costs (program amount + grantee match)

\$0 – \$325,000	\$325,001– \$999,999	\$1,000,000 – above
Division Director	Deputy Secretary	Secretary





# Attachment 1, Standard Terms and Conditions

## Page 1

### 2.a. Order of Precedence

If there are conflicting provisions among the documents that make up the Agreement, please refer to this Attachment for the order of precedence for accurate interpretation of the Agreement.

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement (Section 7)
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement (Section 7)

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS

#### ATTACHMENT 1

##### 1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or 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 terms and conditions included on Grantee's forms or invoices shall be null and void.

##### 2. Grant Administration.

a. **Order of Precedence.** If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among 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. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. 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.

d. 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: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

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

##### 3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

##### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to 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 by the Standard Grant Agreement.



# Attachment 1, Standard Terms and Conditions

## 5. Performance Measures

The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by the Grantee meet the Agreement requirements.

### 6.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 Grantee's expense.

### 6.b Rejection of Deliverables

Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant 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.

### 7.a Withholding Payment

The State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform and/or comply with the provisions of this Agreement.

#### 5. 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 Grant 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 knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### 6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by 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 Grantee's expense. If 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 Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant 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 Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. 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) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, 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 Department or steps taken by Grantee shall preclude 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 Department as requested by Department's 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 Department may result in termination of the Agreement.





# Attachment 1, Standard Terms and Conditions

## Page 3

### 8.c. Maximum Amount of Agreement

The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement (Section 5). Any additional funds necessary for the completion of this project are the responsibility of the Grantee.

### 8.e. Invoice Detail

The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan.

### 8.g. Final Payment Request

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment.

8. **Payment.**
  - a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
  - b. **Taxes.** The Department is exempted from payment of State sales, 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 Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use 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 described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of 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 Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Mamuals/documents/ReferenceGuideforStateExpenditures.pdf>
  - e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
  - f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
  - g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
  - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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 Department if the 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. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm)
  - j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.
9. **Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

  - a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
  - b. **Overhead/Indirect/General and Administrative Costs.** If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.



# Attachment 1, Standard Terms and Conditions

Pages 3 & 4

## 9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

Attachment 1  
3 of 11

Rev. 8/10/2020

## 9. Documentation Required for Cost Reimbursement Grant Agreement and Match

If cost reimbursement or match is authorized, the following supporting documentation must be provided to substantiate cost reimbursement or match requirements for the budget categories listed.

- a. Salary/Wages (Grantee Labor Costs)
- b. Overhead/Indirect/General and Administrative Costs (Fringe Benefits)
- c. Contractual Costs (Subcontractors)
- f. Rental/Lease of Equipment
- g. Miscellaneous/Other Expenses (Direct Material Purchases)

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 691-72, Florida Administrative Code (F.A.C.) and/or Chapter 691-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- 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 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. 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 Grantee's contract obligations to its subcontractor, 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.
- h. Land Acquisition. 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, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports. The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

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### 12.c. Proof of Insurance

### 12.d. Duty to Maintain Coverage

### 13.b. Termination for Cause

The Department may terminate this Agreement if any of the events of default described in the Events of Default provision occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement.

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### 11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. 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 of the retainage associated with the work. 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. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. 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.

#### 12. Insurance.

- a. 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 such types and with such 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 that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
  - b. 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.
  - c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide 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 Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
  - d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify 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) days after the cancellation of coverage.
  - e. Insurance Trust. 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 the Agreement requires them to be added as an additional insured.
- #### 13. Termination.
- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify 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 must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
  - b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that 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 Department. The rights and remedies of 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 unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and



# Attachment 1, Standard Terms and Conditions

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### 14. Notice of Default

If the Grantee defaults in the performance of any obligations contained in the Agreement, including any of the events of default, the Department shall provide notice to the Grantee 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.

### 15. Events of Default

The following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- 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.
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement.
- h. Failure to maintain the insurance required by this Agreement.

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to 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, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of 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 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 furnishing labor or materials, or failure to make payment to any other entities as required by this 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) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to 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 Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property, and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### 16. 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 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, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing





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### 17. Force Majeure

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to 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 Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to 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 delay either (1) within 10 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 5 days after the date the Grantee first has 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.

### 18. Indemnification

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.

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 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 Grantee to any additional compensation.

#### 17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of 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 Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify 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 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 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 Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from 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 Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by 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 Agreement in whole or in part.

#### 18. 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 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 Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving 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 Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and 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 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 Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### 19. 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 the Agreement. Such liability is further limited to a cap of \$100,000.



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## 23. 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
- Registration Requirements

The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

## 20. Remedies.

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

## 21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of 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.

## 22. 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 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:

- 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.
- 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.
- Notification. The Grantee shall notify 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.

## 23. Compliance with Federal, State and Local Laws.

- 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.
- 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.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 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.

## 24. Scrutinized Companies.

- Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole





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## 26. Record Keeping

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.

option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 is 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 is found to have submitted a false certification; or if the Grantee is placed on 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### 25. Lobbying and Integrity.

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 Grantee and the State, 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.

### 26. Record Keeping.

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, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to 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/>).

### 27. 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 sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

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:

- Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- 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 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, 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 5, 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, 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, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form



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### 27.e. No Commingling of Funds

The accounting systems for all Grantees must ensure that LWCF funds are not commingled with funds from other agencies.

Grantees are prohibited from commingling on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project.

Grantees shall (a) obtain separate invoicing for their LWCF project and (b) separate and identify the work and amounts for the construction costs of the LWCF project elements in their bids.

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, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. 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) days of such request.

e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

#### 28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

#### 29. Independent Contractor.

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

#### 30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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 Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve 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 Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of 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. 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





# Attachment 1, Standard Terms and Conditions

Page 11

## *37. Execution in Counterparts and Authority to Sign*

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall 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.

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 Grantee to meet the required delivery schedule.

### **31. Guarantee of Parent Company.**

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

### **32. 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.

### **33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to 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 Department consents to a subcontract, 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.

### **34. 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.

### **35. 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 Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **36. 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 Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall 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.



# Attachment 2, Special Terms and Conditions

Page 1

## 2.a. Reimbursement Period

Eligible costs for your project must be incurred after January 1, 2022, and before your Project Completion date unless you have been granted a waiver of retroactivity by NPS.

## 2.b. Extensions

NPS may approve extensions for the project.

## 3.a. Compensation

This is a cost reimbursement Agreement.

## 3.b. Invoicing

Invoicing will occur after approval of final deliverable.

## 4. Cost Eligible for Reimbursement or Matching Requirements

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LW735

### ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

#### 1. Scope of Work.

The Project funded under this Agreement is Lancaster Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

#### 2. Duration.

a. Reimbursement Period. The reimbursement period for this Agreement begins on or after January 1, 2022, through the Project Completion Date.

b. Extensions. There are extensions available for this Project.

c. Service Periods. Additional service periods are not authorized under this Agreement.

#### 3. Payment Provisions.

a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.

b. Invoicing. Invoicing will occur after approval of the final deliverable(s).

c. Advance Pay. Advance Pay is not authorized under this Agreement.

#### 4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

#### 5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

#### 6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.





# Attachment 2, Special Terms and Conditions

## Pages 1 & 2

### 7. Match Requirements

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by the request. Final payment will not be processed until the match requirement has been met.

### 8. Insurance Requirements

Selected and verified by Grantee before execution of Agreement. Required amounts listed in this section must be included on the insurance certificate.

#### 7. Match Requirements

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 \$1,000,000.00 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.

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 LWCF Federal Financial Assistance Manual (<https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>). Grantee acknowledges and agrees not to provide ineligible match sources, including real property acquired or funds obtained from any of the following sources:

- Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and LWCF;
- Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
- 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. Property value is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the property value is lowest of the two appraisals or the purchase price. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement. If the negotiated purchase price or approved appraised value is greater than the annual appropriation by USDOL, NPS and the Florida Legislature, the Grantee must pay the additional cost.

#### 8. Insurance Requirements

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such 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 the Agreement. Grantee shall 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:

##### a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

##### b. 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 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

##### c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

##### d. Other Insurance. None.



# Attachment 2, Special Terms and Conditions

Page 3

## 11. Subcontracting

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 this Agreement, which require prior approval.

**Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.**

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

## 10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

## 11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## 12. State-owned Land.

The work will not be performed on State-owned land.

## 13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## 14. Additional Terms.

None.





# Attachment 3, Grant Work Plan

Page 1

Project Name  
Grantee Name  
Project Number (LWXXX)



Project Location (Physical Address)  
Project Type (Development of Acquisition)  
Project Completion Date

Maximum Grant Award Amount  
Required Grantee Match Amount  
Total Estimated Project Cost  
Match Ratio (LWCF: Grantee)

ATTACHMENT 3 GRANT WORK PLAN LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)											
<div>Project Name: Lancaster Park Grantee Name: City of Kissimmee LWCF Project # LW735 / 12-00735</div>											
<p><b>SUMMARY:</b> 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 submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, and must be pre-approved by the Department and NPS, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and 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 Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.</p> <p>For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.</p> <div>The Project is located at 1351 Pleasant Hill Road, Kissimmee, FL 34741-6503 and is considered a "Development Project" pursuant to subsection 62D-5.070(5)(b), F.A.C.</div> <p><b>Project Completion:</b> The Project Completion Date for this Agreement is <b>August 31, 2024</b>.</p> <p><b>Budget:</b> 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 services, or donated real property, as set forth in subparagraph 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 subparagraph 62D-5.070(6)(b)2., F.A.C. 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.</p> <table><tbody><tr><td>Maximum Grant Award Amount:</td><td>\$1,000,000.00</td></tr><tr><td>Required Grantee Match Amount:</td><td>\$1,000,000.00</td></tr><tr><td>Total Estimated Project Cost:</td><td>\$2,000,000.00</td></tr><tr><td>Match Ratio:</td><td>50%</td></tr></tbody></table>				Maximum Grant Award Amount:	\$1,000,000.00	Required Grantee Match Amount:	\$1,000,000.00	Total Estimated Project Cost:	\$2,000,000.00	Match Ratio:	50%
Maximum Grant Award Amount:	\$1,000,000.00										
Required Grantee Match Amount:	\$1,000,000.00										
Total Estimated Project Cost:	\$2,000,000.00										
Match Ratio:	50%										
Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences								
<b>TASK 1</b>  1.A. Development of Commencement Documentation Checklist (DRP-122) <sup>1</sup> .  1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	<b>DELIVERABLE 1</b>  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)  1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).  Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project	180 calendar days after Execution of Agreement <sup>2</sup>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.								



# Attachment 3, Grant Work Plan

Pages 1 & 2  
Task 1

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b>	<b>DELIVERABLE 1</b>		
<b>1.A.</b> Development of Commencement Documentation Checklist (DRP-122) <sup>1</sup> .	The Department will issue "Notice to Commence" upon receipt and approval of:	<b>180 calendar days after Execution of Agreement<sup>2</sup></b>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
<b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	<b>1.A.</b> All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122)  <b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).  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.  <b>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</b>		

**Task 1.A.**

Development of Commencement Documentation Checklist (DRP-122).

**Deliverable 1.A.**

Submission and approval of all Commencement Documentation.

**1.A. Due Date**

180 days after Execution of Agreement

**Task 1.B.**

A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). AKA Budget Cost Analysis (BCA)

**Deliverable 1.B.**

Submission and approval of Budget Cost Analysis form.

**1.B. Due Date**

180 days after Execution of Agreement





# Attachment 3, Grant Work Plan

## Pages 1 & 2 Task 1

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> <b>1.A.</b> Development of Commencement Documentation Checklist (DRP-122) <sup>1</sup> . <b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	<b>DELIVERABLE 1</b> The Department will issue "Notice to Commence" upon receipt and approval of: <b>1.A.</b> All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122) <b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). 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. <b>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</b>	180 calendar days after Execution of Agreement <sup>2</sup>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

The Department will issue Notice to Commence upon receipt and approval of deliverables 1.A. and 1.B.

**The Grantee may not proceed with construction of the project until Notice to Commence has been issued. Any construction activities occurring prior to this will not be eligible for reimbursement.**

Project planning expenses are eligible for reimbursement, if requested, and shall not exceed 15% of the total project (construction) cost and shall be invoiced upon project completion.

- Application Preparation
- Architectural and Engineering Fees
- Permitting Fees
- Project Inspection Fees
- Other Similar Fees

Financial Consequences for Task 1 include:

The Department will terminate the Project Agreement if the required deliverables are not submitted and approved by the Department.



# Attachment 3, Grant Work Plan

Page 2  
Task 2

<b>TASK 2</b> <b>2.A.</b> Development of Primary and Support Project Elements, which includes: <b>Picnic pavilion facility, playground, waterfront access hiking trails, kayak launch, landscaping, restrooms, benches, trash receptacles, signage and parking.</b> <b>2.B.</b> Development of Completion of Documentation Checklist (DRP-125). <b>2.C.</b> Completion of Final Status Report (DRP-109).	<b>DELIVERABLE 2</b> The Grantee may request reimbursement upon Department receipt and approval of: <b>2.A.</b> Development of required Project Elements. <b>2.B.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125) <b>2.C.</b> Final Status Report (DRP-109). 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, less any reimbursement requested for in Deliverable 1, 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.	<b>Due August 31, 2024</b> which shall also be the Project Completion Date <sup>3</sup>  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.
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**Task 2.A.**

Development of project elements (Scope of Work listed).

**Deliverable 2.A.**

Development and completion of required project elements.

**2.A. Due Date**

Date specific, also known as the Project Completion Date.

**Task 2.B.**

Development of Completion Documentation Checklist (DRP-125).

**Deliverable 2.B.**

Submission and approval of all Completion documentation.

**2.B. Due Date**

Date specific, also known as the Project Completion Date.

**Task 1.C.**

Completion of Final Status Report (DRP-109)

**Deliverable 1.C.**

Submission and approval of Final Status Report which indicates the project at 100% complete.

**2.C. Due Date**

Date specific, also known as the Project Completion Date.





# Attachment 3, Grant Work Plan

Page 2  
Task 2

TASK 2	DELIVERABLE 2		
<p>2.A. Development of Primary and Support Project Elements, which includes: <b>Picnic pavilion facility, playground, waterfront access hiking trails, kayak launch, landscaping, restrooms, benches, trash receptacles, signage and parking.</b></p> <p>2.B. Development of Completion of Documentation Checklist (DRP-125).</p> <p>2.C. Completion of Final Status Report (DRP-109).</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 (DRP-109).</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, less any reimbursement requested for in Deliverable 1, 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>Due <b>August 31, 2024</b> which shall also be the Project Completion Date<sup>3</sup></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>

The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to paragraph 3.A. of the Agreement that are directly related to the successful completion of acquisition and/or development of the Project site.

Reimbursement shall not exceed the Grant Award Amount less any reimbursement requested for Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Summary Form.

Financial Consequences for Task 2 are:

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.



# Attachment 3, Grant Work Plan

## Page 2

**Project Task Performance Standard:** The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the 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 single payment request on Exhibit C, 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.

**Endnotes:**

1. LWCF documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program> and/or from the 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 Grant Period as outlined in Rule 62D-5.073, F.A.C.

DEP Agreement No.: LW735, Attachment 3, Page 2 of 2  
LWCF\_FY18-19

Upon review and approval by the Department's Grant Manager of the Project Completion Checklist (OGT-13) and the Deliverables (Task 1 & 2), the Grantee may proceed with the payment request submittal.

The Grantee may submit a single payment request along with all required documentation, as applicable, to support payment.

Project Agreement is subject to termination if Commencement documents under Task 1 are not received and approved by FDEP within 180 days of Project Execution Date.





# Attachment 4, Public Records Requirements

## Public Records

1.a. If the Agreement exceeds \$35,000 and if the Grantee is acting on behalf of the Department in its performance of services under the 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 Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 19.07(a), F.S.

1.b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements

Attachment 4

1. Public Records.
  - a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, 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 Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 19.07(1), F.S.
  - b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
2. 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 Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

  - a. Keep and maintain Public Records required by Department to perform the service.
  - b. Upon request, provide 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.
  - c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
  - d. 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 Department.
  - e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to 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 Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of 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.
  - f. 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@floridadep.gov](mailto:public.services@floridadep.gov)  
Mailing Address: Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399



# Attachment 5, Special Audit Requirements

## Page 1

Attachment 5 is a requirement of the Florida Single Audit Act (FSAA) and the Comptrollers Office. The FSAA was created to track any grant-in-aid dollars being received by local governments.

**Part 1: Federally Funded** is applicable to LWCF projects since the Land and Water Conservation Fund Program is a federally funded grant program.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)

Attachment 5

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 agreement) to the recipient (which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 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 in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)





# Attachment 5, Special Audit Requirements

## Pages 2 & 3

**Part IV: Report Submission** outlines the various methods for submitting your audit reports and packages. This section continues to Page 3.

1.A. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required, by or on behalf of the recipient *directly* to the Federal Audit Clearinghouse (FAC) at the following address:

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

### PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69L-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), 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 (for fiscal year ending June 30, 2017, and thereafter), 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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient *directly* to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5  
2 of 6

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### By Mail:

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/>.

2. 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 Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

### Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

### Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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# Attachment 5, Special Audit Requirements

Page 4

## Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5) years** from the date the audit report is issued, and shall allow DEP, or its designee, CFO, or Auditor General access to such records upon request.

The recipient shall ensure that audit working papers are made available to DEP, or its designee, CFO, or Auditor General upon request for a period of **three (3) years** from the date the audit report is issued, unless extended in writing by DEP.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

### PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (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 three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.





# Attachment 5, Special Audit Requirements

Pages 5 & 6

Funds awarded pursuant to this Agreement are already listed. The funding amount consists of the amount of grant funds awarded for your project. If no other awarded resources are listed, total award should equal your LWCF funding amount.

## EXHIBIT - 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
	U.S. Department of Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning – Land and Water Conservation Fund Grants	\$ 1,000,000.00	14001
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services or purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
Federal Program B	First Compliance requirement: i.e.: (what services or purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Awarded \$ 1,000,000.00

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts for the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

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](http://www.cfda.gov)) and/or the Florida Catalog of State Financial Assistance (CSFA) (<http://www.floridacatalog.org>), and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement) (<http://www.floridacatalog.org/StateProjectsComplianceSupplement>). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.



# Attachment 6, Program Specific Requirements

## Page 1

### 1. Project Submittal Forms

All administrative forms, commencement forms, reimbursement forms, and project guidelines referenced in this Agreement may be found on the [LWCF website](https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance).

### 2. Notice to Commence

The Department will issue written "Notice to Commence" (NTC) upon satisfactory approval of all Commencement documentation. **The Grantee SHALL NOT proceed until the NTC is issued. Until the Department issues the NTC, the Department is not obligated to reimburse the Grantee for fees, costs, or general expenses of any kind.**

### 3. Site Plans

Site Plans may only be changed if approved by DEP and/or NPS.

### 4. Amendments

Amended requests are permitted.

6.d. The Grantee must incur costs between the effective date of the Agreement and the project completion date identified. 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 Grant Work Plan.

Grantees must submit project completion and reimbursement documents within 60 days of the project completion date.

## LAND AND WATER CONSERVATION FUND PROGRAM

### ATTACHMENT 6

#### 1. Project Submittal Forms.

Grantees can find the Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement at <https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance>, or by contacting the Department's Grant Manager.

#### 2. Notice to Commence.

Prior to starting the Project, the Grantee will provide to the Department all documentation listed on the Commencement Documentation Checklist, DRP-122. Once the commencement documentation is approved, the Department will issue a written "Notice to Commence" to the Grantee. **The Grantee MAY NOT proceed until the Department issues a "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to reimburse Grantee for fees, costs, or general expenses of any kind.

Grantees are required to provide the Department with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the Department. The applicant must submit an Application & revision form in order to assist the Department and the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected.

#### 3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. Grantees should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **A Grantee may alter a conceptual site plan only after written approval by the Department and National Park Service (NPS).** All utility lines installed within the Project site must be placed underground.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for 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.

#### 4. The following supplements paragraph 2.d., Attachment 1, Standard Terms and Conditions:

The Department may, and in certain circumstances the NPS must, approve any changes to this Agreement. The Grantee may submit a request for an amendment to the Department's Grant Manager, who will determine whether the request requires NPS approval. This Agreement may be amended to provide for additional services if additional funding is made available by USDO, NPS, and the Florida Legislature.

#### 5. The following paragraphs is added to paragraph 2, Attachment 1, Standard Terms and Conditions:

- f. 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.
- g. This Agreement is not transferable.

#### 6. The following replaces paragraph 8.d., Attachment 1, Standard Terms and Conditions:

##### d. Reimbursement for Costs.

Project costs will be reimbursed as provided in paragraph 62D-5.073(2)(a), F.A.C., the LWCF Manual, and in the Project Agreement. Project costs must be incurred between the effective date of this Agreement and the Project Completion Date. The Grantee will be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of all deliverables identified in the Grant Work Plan.





# Attachment 6, Program Specific Requirements

## Page 2

### 7.k. Cost Limits

Applicants may seek reimbursement for planning expenses which is considered: application preparation, surveys (boundary and topographic), title searches, project signage, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees. Submitted as individual line items, these planning expenses cannot exceed 15% of the total project (construction) cost and are earmarked as support elements. However, if these costs are not identified as individual line items on the Grant Work Plan, then they must be incorporated into the overall developmental cost of each and all element and facility within the project's scope of work.

### 9. Status Reports

a. The Grantee must utilize Exhibit A, Project Status Report (DRP-109) to describe the work performed during the reporting period, explain any problems encountered, share resolutions to the problems experienced, offer project updates, and describe proposed work for the next reporting period. Project Status Reports must be submitted to the Department's Grant Manager three times per year... no later than January 5, May 5, and September 5 of each year until the project is complete, reimbursement has been issued, and the project closed out.

### 10. Site Dedication

The Grantee agrees to dedicate, in perpetuity, the Project Area and all land within the project boundaries, which is developed or acquired with LWCF Program Funds, as an outdoor recreational site for the use and benefit of the general public in accordance with Chapter 62D-5, F.A.C. of the Administrative Rule and in accordance with the requirements of the LWCF Act.

Land under control other than by ownership of the Grantee (i.e., by lease) must be dedicated as an outdoor recreation area for the use and benefit of the general public and must include safeguards to ensure the perpetual use requirement contained in the LWCF Act.

7. The following paragraph is added to paragraph 8, Attachment 1, Standard Terms and Conditions:  
k. Cost Limits. Pursuant to paragraph 62D-5.073(2)(b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that they do not exceed fifteen percent (15%) of the total Project cost.

8. The following replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:  
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. It is further understood that Grant Awards may be revised by the Department due to the availability of LWCF Program Funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:  
Status Reports.

a. The Grantee must utilize Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, and to schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has 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>).

### 10. 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, 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. 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.



# Attachment 6 - continued

## Page 3

### 11.c. Non-compliance

The Department will terminate the project agreement if the Grantee fails to comply with the Agreement's terms.

### 12. Procurement Requirements for Grantees

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

### 16. Conversion

This project site acquired and/or developed with LWCF assistance must be retained and used for public outdoor recreation. This project site so acquired and/or developed with federal funding may NOT be in part or in whole converted to other than public outdoor recreation uses without the expressed consent of the National Park Service. All conversion provisions and guidelines apply to each area and facility for which LWCF assistance is obtained, regardless of the project's extent or the amount of funding which was granted to assist in the project areas development or acquisition. This Program Specific Requirement is consistent with the contractual agreement between USDOl, NPS, and the State of Florida.

- b. Management. All projects must be open at reasonable times and be managed in a safe and attractive manner appropriate for public use. Facilities must be kept in reasonable repair for a minimum of 25 years from the date set forth on the project completion certificate to prevent undue deterioration.
- c. Non-Compliance. Before a project is closed, the Department and the NPS have the right to terminate a project agreement and demand return of the program funds for non-compliance by a grantee. Failure by a grantee to comply with the Agreement will result in the Department declaring the grantee ineligible for further participation in LWCF until the Grantee comes into compliance as determined by the Department under this rule and the LWCF Manual.
- d. Survival. This provision shall survive termination, cancellation, or expiration of this Agreement.

#### 12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

#### 13. Project Completion Certification.

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

#### 14. 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/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program>. This provision shall survive termination, cancellation, or expiration of this Agreement.

#### 15. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the LWCF program funds (including interest). Furthermore, the Department will 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. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws. This provision shall survive termination, cancellation, or expiration of this Agreement.

#### 16. Conversion.

This Project site acquired and/or developed with LWCF assistance must be retained and used for public outdoor recreation. This Project site so acquired and/or developed may 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 USDOl, 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 is required to 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 must 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,





# Attachment 8, Contract Provisions for DOI

Pages 1 & 2

## ATTACHMENT 8 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 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





# Attachment 8, Contract Provisions for DOI

Pages 3 & 4

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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-VI.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-VI.2.pdf)

## 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.

## 11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

## 12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## ADMINISTRATIVE

### 1. 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*.

### 2. 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.

### 3. 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:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procure a commercial sex act during the period of time that the award is in effect; or
- Use forced labor in the performance of the award or subawards under the award.

### 4. 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.

### 5. 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.

### 6. 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.

### 7. 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 Award Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

### 8. Additional Lobbying Requirements

- 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.
- 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.



# Attachment 8, Contract Provisions for DOI

## Page 5

(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

#### 9. 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.

### FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. 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](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

### DEPARTMENT OF INTERIOR-SPECIFIC

#### 10. 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](https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions), and incorporated by reference.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. 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

#### 15. 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

#### 16. LWCF Federal Financial Assistance Manual

As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective March 11, 2021, or later, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, and incorporated by reference.

#### 17. 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.).



# Exhibit A - Project Status Report



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

Required Signatures: **Adobe Signature**

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

**PROVIDE PHOTOS OF WORK IN PROGRESS**

**PRIMARY FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**SUPPORT FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**PROBLEMS ENCOUNTERED:**

Period Covered (Check Appropriate Period):

- ☐ January through April:  
☐ May through August:  
☐ September through December:

Due May 5<sup>th</sup>  
Due September 5<sup>th</sup>  
Due January 5<sup>th</sup>

LIAISON: \_\_\_\_\_

Signature

\_\_\_\_\_

Date

DRP-109 (Effective 05-22-2015)

Page 2 of 2





# Exhibit C - Payment Request Summary Form



## Florida Department of Environmental Protection

### EXHIBIT C PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

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

Grantee \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Billing Period: \_\_\_\_\_

Billing #: \_\_\_\_\_

DEP Division: \_\_\_\_\_

DEP Program: \_\_\_\_\_

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

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

\_\_\_\_\_  
Project Administrator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Project Financial Officer

\_\_\_\_\_  
Date

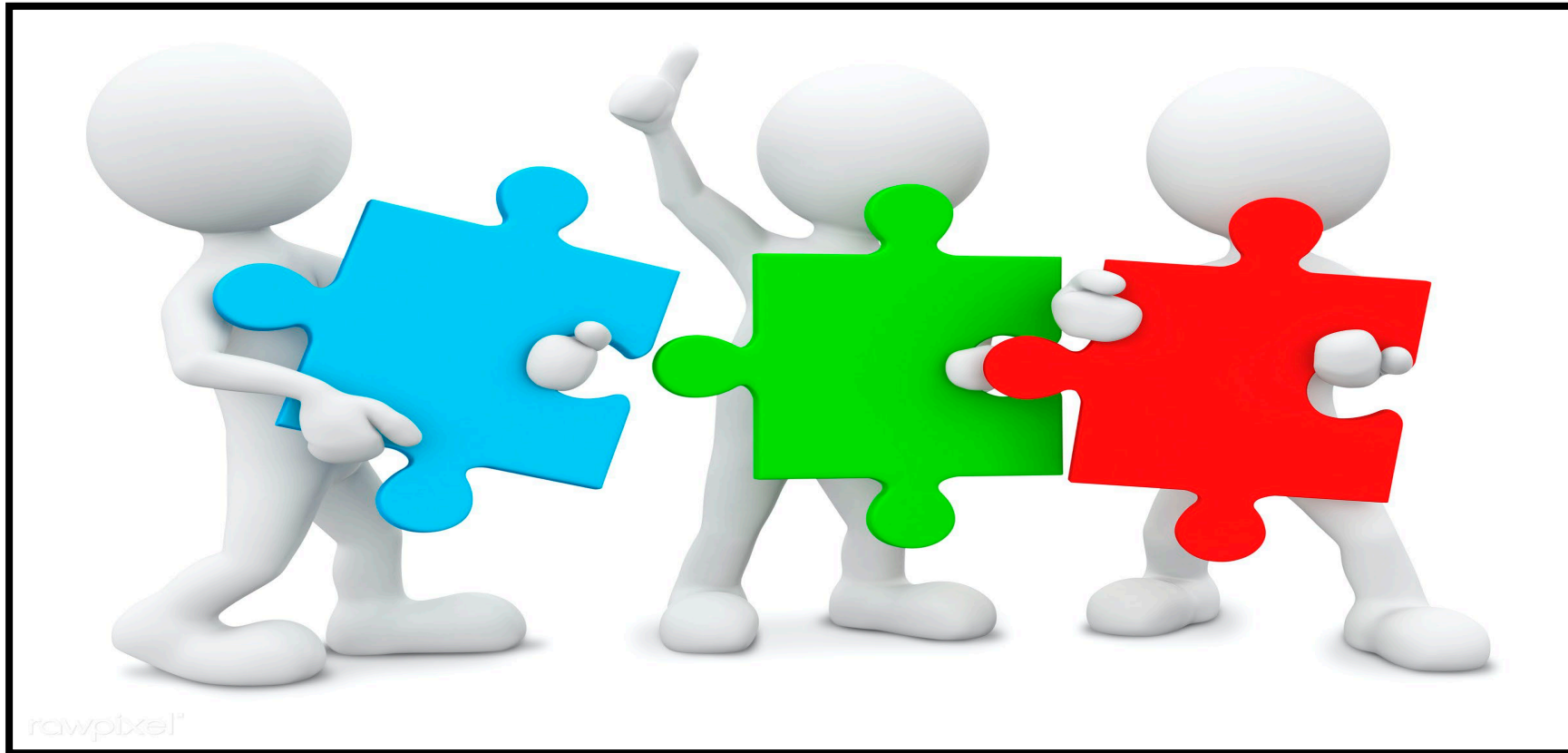


# Execution of Grant Agreement

- Once the agreement is signed by the Grantee, it is no longer considered to be in draft form.
- When the Department receives the signed grant agreement, the document is forwarded to DEP leadership for full execution.
- The execution date is the date in which the last necessary party has signed the grant agreement (DEP).
- After execution, the Grantee will be provided a copy of the executed agreement via electronic mail.



# Commencement Documentation







# Commencement Checklist – Attachment B



## Florida Department of Environmental Protection

### LAND AND WATER CONSERVATION FUND PROGRAM COMMENCEMENT DOCUMENTATION CHECKLIST ATTACHMENT B

Required Signatures: No Signature

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

#### DEVELOPMENT COMMENCEMENT DOCUMENTATION

- ☐ 1. A professional site plan (detail specifications not required). A graphic document of the proposed development that shows the location of all existing and proposed buildings, facilities, etc. that is signed and dated by the project liaison. **Site plan cannot be any larger than 11X14 or 14X17. If part of a larger simultaneous development or part of a phased project, please color code the current project elements and/or any phases/existing elements. (3 copies)**
- ☐ 2. Commencement Certification (**Form Attached –DRP-123**)
- ☐ 3. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. **Survey cannot be any larger than 11X14 or 14X17. (See LWCF Project Boundary Map Requirements Form Attached) (3 copies)**
- ☐ 4. The results of a title search and the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance. **A warranty deed will not suffice.**
- ☐ 5. If land will be used as a match, send either a copy of the taxed assessed value or a complete appraisal supporting fair market value of land utilized as project matching funds. Appraisal must be no earlier than one year prior to the closing date of the submission period. **The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL).** ([http://www.dep.state.fl.us/lands/appraisal\\_list.htm](http://www.dep.state.fl.us/lands/appraisal_list.htm) or CALL 850-245-2658) **(1 Copy)**
- ☐ 6. Certification of Manual Possession (**Form Attached – DRP-124**)
- ☐ 7. DEP Budget-Cost Analysis Form (**Form BGS 55-229**)
- ☐ 8. Certification of Insurance Form (**Form DRP-127**)



## Florida Department of Environmental Protection

### LAND AND WATER CONSERVATION FUND PROGRAM COMMENCEMENT DOCUMENTATION CHECKLIST ATTACHMENT B

#### ACQUISITION COMMENCEMENT DOCUMENTATION

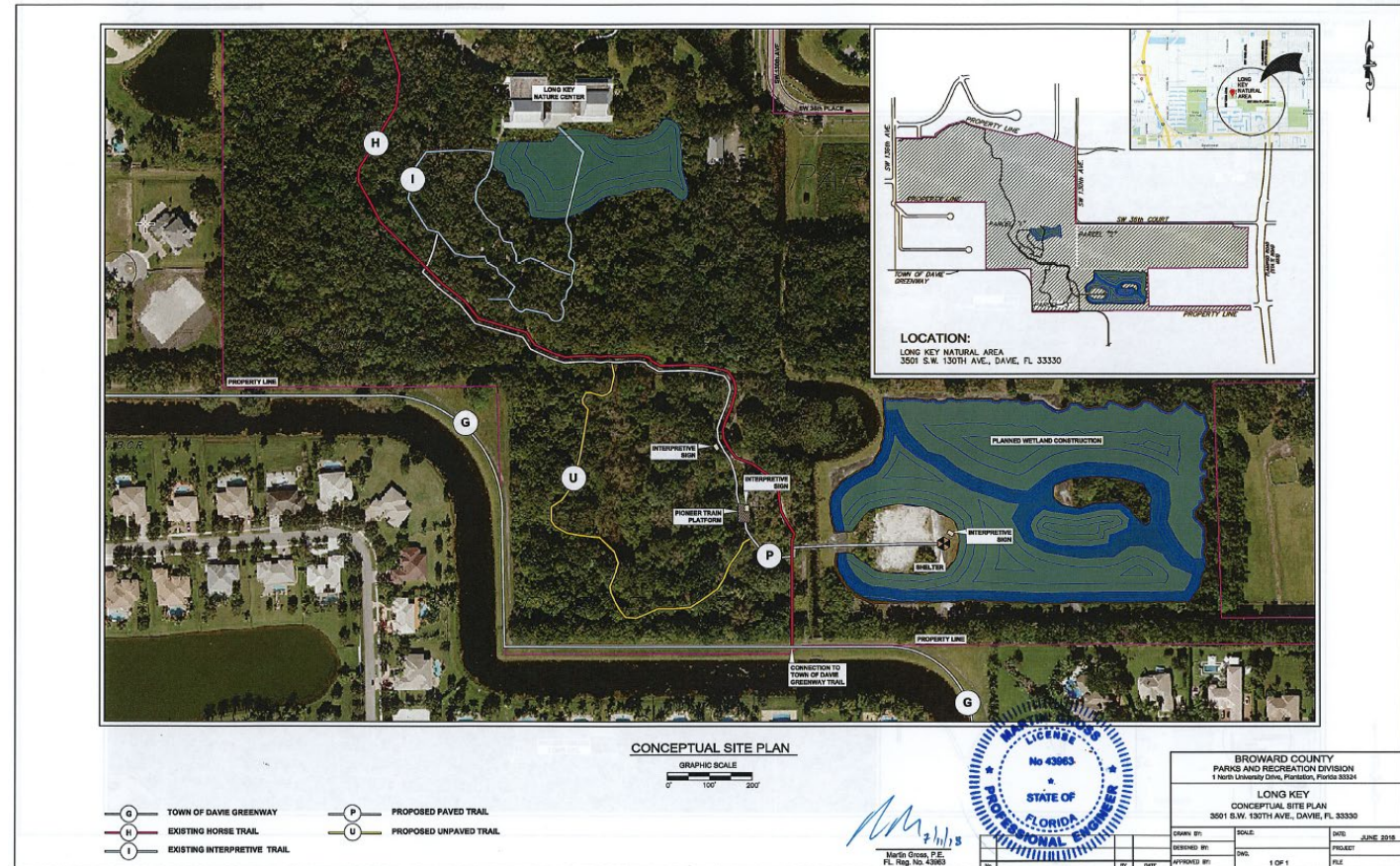
- ☐ 1. A written offer to purchase from the grantee to the land owner with a statement of or Waiver of Just compensation.
- ☐ 2. A self contained narrative appraisal. The appraisal must be prepared by an appraiser on DEP's Division of State Lands (DSL) approved appraiser list. [http://www.dep.state.fl.us/lands/appraisal\\_list.htm](http://www.dep.state.fl.us/lands/appraisal_list.htm). If the property is \$1,000,000 or less in appraised value, one appraisal is required. If the property exceeds \$1,000,000 in appraised value, two appraisals are required. **The appraisal(s) must be prepared in accordance with the LWCF Manual** (<http://www.nps.gov/nrcr/programs/lwcf/manual/lwcf.pdf>) **and Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Standards)**, which establishes the fair market value of the project site. The fair market value of the project site shall be based on its highest and best use. The appraisal(s) shall be dated no earlier than (6) months prior to the closing date of the application period. The appraisal(s) will be reviewed by a state certified appraiser, with the review to be obtained by DEP. Payment of appraisal review fees, if any, will be the responsibility of the grantee and will be made by the grantee upon and pursuant to direction of the Office of Financial Management. These costs are not reimbursable. **(2 copies)**
- ☐ 3. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. The survey must be updated to within one year of the closing date of the application submission period. **Survey cannot be any larger than 11X14 or 14X17. (See LWCF Project Boundary Map Requirements Form Attached) (3 copies)**
- ☐ 4. The results of a title search and the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance. **A warranty deed will not suffice.**
- ☐ 5. If applicable, a Mean High Water Survey must be done within 45 days of the appraisal.
- ☐ 6. Certification of Manual Possession (**Form Attached – DRP-124**)
- ☐ 7. DEP Budget-Cost Analysis Form (**Form BGS 55-229**)
- ☐ 8. Certification of Insurance Form (**Form DRP-127**)

Forms may be found at our website: <https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance>



# Site Plan

- The site plan should depict the location of the LWCF elements outlined in the scope of work within the project's boundary area.
- A conceptual site plan is acceptable (detailed specifications not required).
- Must be signed, sealed, and dated by an insured, registered architect, engineer or landscape architect.
- Any changes to the site plan require approval from the Department.
- The site plan must be dated after the grant agreement execution date.







# Commencement Certification



Florida Department of Environmental Protection

## LAND AND WATER CONSERVATION FUND PROGRAM COMMENCEMENT CERTIFICATION

Required Signatures: **Adobe Signature**

Project Sponsor: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

A list identifying the quantity and type of primary outdoor recreation areas and facilities and support facilities to be constructed, and cost estimate for each item. (50% of total costs must be in primary facilities)

Primary Facilities/Areas:

Estimated Cost:


Support Facilities/Areas:

Estimated Cost:


Total Project Cost

\$ \_\_\_\_\_

The Project Sponsor certifies that all final plans and specifications (i.e.; site, architectural, engineering) to be used in conjunction with the above referenced project were prepared and certified by an insured, registered architect, engineer, or landscape architect (as appropriate) and meets all applicable federal, state and local codes, and current engineering practices; that health, safety, durability and economy were considered and incorporated in these plans consistent with the scope and objectives of the project; that equal access pursuant to the requirements of Federal law and Chapter 553 Florida Statutes, is incorporated in the design of all facilities for individuals with disabilities; that the proposed development is compatible with its surrounding environment; and that provisions have been made to insure adequate supervision of construction by competent personnel.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Liaison Agent

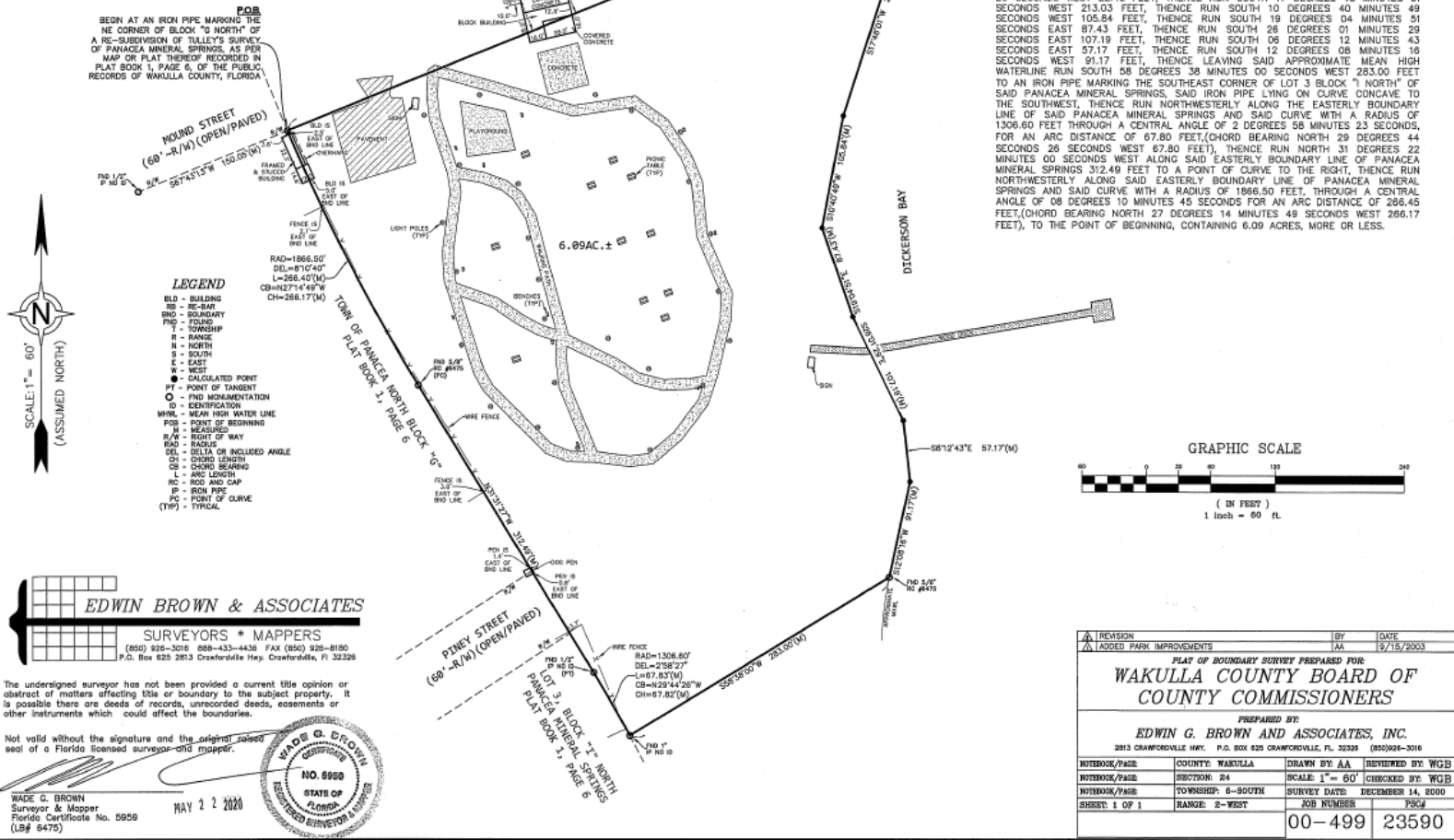




# Boundary Map Survey

## NOTES:

1. No improvements were located in this survey other than those shown hereon.
2. No underground encroachments, utilities or foundations were located in this survey.
3. All measurements shown hereon are Standard U.S. Survey Feet, and decimals thereof.
4. The use of this survey is limited to the specific transaction shown hereon.
5. Subject to zoning setbacks, easements and restrictions of record.
6. Adjoining deeds of record were not provided to this firm.
7. This survey was performed without benefit of deed.
8. Water boundary is subject to change due to natural causes and may or may not represent actual location of limit of title.
9. This is not a current survey.






# Example - Title Opinion and Survey



## MEMORANDUM

**To:** Denise Riccio, Planning and Grants Manager  
**From:** Roy K. Payne, Chief Assistant City Attorney   
**Date:** February 4, 2020  
**Subject:** Plat Title Opinion – Lake Lorna Doone Park

This title plat opinion, pursuant to Section 177.041(2) is based on a Property Information Report prepared by Fidelity National Title Insurance Company, File # 421900862MS, Customer Reference: Lorna Doone Park (attached). Fidelity National Title Insurance Company has searched the Public Records of Orange County, Florida, ("Public Records"), from January 1, 1923, through November 6, 2019 11:00 PM, for the property described as Lake Lorna Doone Park.

I have reviewed the Property Information Report and find that the record title to the property described as Lake Lorna Doone Park is vested in the name of the City of Orlando, a Florida municipal corporation. There are no mortgages, liens or other encumbrances and no delinquent taxes shown to be held against the property.

Thank you.

Roy K. Payne, Esq.  
Chief Assistant City Attorney

Attachment

cc: Richard Allen, Surveyor  
Tonie McNealy, Real Estate Agent

## CITY ATTORNEY'S OFFICE

CITY HALL • 400 SOUTH ORANGE AVENUE • POST OFFICE BOX 4990 • ORLANDO, FLORIDA 32802-4990  
PHONE (407) 246-2295 • FAX (407) 246-2854 • WWW.CITYOFORLANDO.NET



# Budget Cost Analysis Form

<b>Florida Department of Environmental Protection</b> <b>DEP BUDGET-COST ANALYSIS FORM</b>														
Required Signatures: <span style="border: 1px solid black; padding: 2px;">Original Init</span>														
PROJECT TITLE: _____														
BUDGET DETAIL										COST ANALYSIS				
Budget items below to be provided by the Contractor. See attached instructions.										Cost Analysis to be completed by the Department Contract Manager. See attached instructions.				
1. PERSONNEL EXPENSES										% Allocation	Allowable	Reasonable	Necessary	COMMENTS <small>(Basis for Decision)</small>
A. Salaries - (Name/Title/Position)	Hourly Cost (\$)	Hours	Totals (\$)											
			= 0											
			= 0											
			= 0											
			= 0											
			= 0											
			= 0											
			= 0											
B. Fringe Benefits (Rate% * Total salaries applicable)	Rate % 0.00%	Total Sal. App. 0	Total \$ 0											
<b>Total Personnel Expenses (A-B)</b>			0											
2. Contractual Services										% Allocation	Allowable	Reasonable	Necessary	COMMENTS <small>(Basis for Decision)</small>
Description	Fee/Rate \$	Quantity	Totals \$											
			= 0											
			= 0											
			= 0											
<b>Total Supplies</b>			0											
3. Travel										% Allocation	Allowable	Reasonable	Necessary	COMMENTS <small>(Basis for Decision)</small>
Purpose/Destination	Days	Per Diem \$	Fare/ Rate \$	Mileage	Totals \$									
					= 0									
					= 0									
					= 0									
<b>Total Travel</b>					0									
4. Equipment										% Allocation	Allowable	Reasonable	Necessary	COMMENTS <small>(Basis for Decision)</small>
Description	Unit Cost \$	Quantity	Totals \$											
			= 0											
			= 0											
			= 0											
<b>Total Equipment</b>			0											

BGS DEP 55-229 (08/2016) Page 1 of 2

				% Allocation	Allowable	Reasonable	Necessary	COMMENTS	(Basis for
								Decision)	
<b>5. Rental/Lease of Equipment</b>									
Description	Fee/Rate \$	Quantity	Totals \$						
		*	=						
		*	=						
		*	=						
		*	=						
	<b>Total Contractual</b>		<b>0</b>						
<b>6. Miscellaneous/Other Expenses</b>									
Description	Unit Cost \$	Quantity	Totals \$						
		*	=						
		*	=						
		*	=						
		*	=						
		*	=						
	<b>Total Miscellaneous</b>		<b>0</b>						
<b>SUBTOTAL (1 thru 6)</b>									
			<b>0</b>						
<b>7. Overhead/Indirect - Base:</b>									
	Rate %	Base \$	Total \$						
	0.00%	0	=						
<b>8. Total Budget</b>									
			<b>\$ 0</b>						
<b>CERTIFICATION</b>									
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.									
Name: _____									
Signature: _____									
Title: _____									
Date: _____									
BGS DEP 55-229 Effective 8-30-2016									





# Status Reports





# Project Status Report


Required to track progress and/or problems encountered with the project from the agreement execution date to the agreement expiration date.

Must be submitted Tri-Annually

- January 5
- May 5
- September 5

Please report the % completed of each project element outlined in the scope of work.

Release of final payment for your project will not be approved unless the project is current on all status reports.



Florida Department of Environmental Protection

EXHIBIT A

Land and Water Conservation Fund Program

Florida Recreation Development Assistance Program

Project Status Report

Required Signatures: **Adobe Signature**

Project Name:

Project Number:

Project Sponsor:

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

☐ January through April:

☐ May through August:

☐ September through December:

Due May 5<sup>th</sup>

Due September 5<sup>th</sup>

Due January 5<sup>th</sup>

LIAISON:

Signature

Date

DRP-109 (Effective 05-22-2015)

Page 1 of 2

DRP-109 (Effective 05-22-2015)

Page 2 of 2

[illegible]





# Example Project Status Report

**SUPPORT FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed
Multipurpose / Picnic Pavilion	Pavilion design completed	100%

**Problems Encountered**

If any problems or delays were encountered during the Commencement, or Construction process for the reporting period, please list them here.

**PROBLEMS ENCOUNTERED:**

US Army Corps of Engineers permit application submitted in April 2021. December 14, 2021 update provided by USACE, the EA document is about 80% complete, anticipate finishing up the same week and forwarded to USACE supervisor for approval.

Upon approval, anticipate sign and seal plans, forward to county procurement office to go out to bid.

**Period Covered or Reporting Period**

Select the time period covered for reporting.

Period Covered (Check Appropriate Period):

☐

☐

☒

January through April:

May through August:

September through December:

Due May 5<sup>th</sup>

Due September 5<sup>th</sup>

Due January 5<sup>th</sup>

**Liaison Signature**

The project liaison must sign and date the report before submitting.

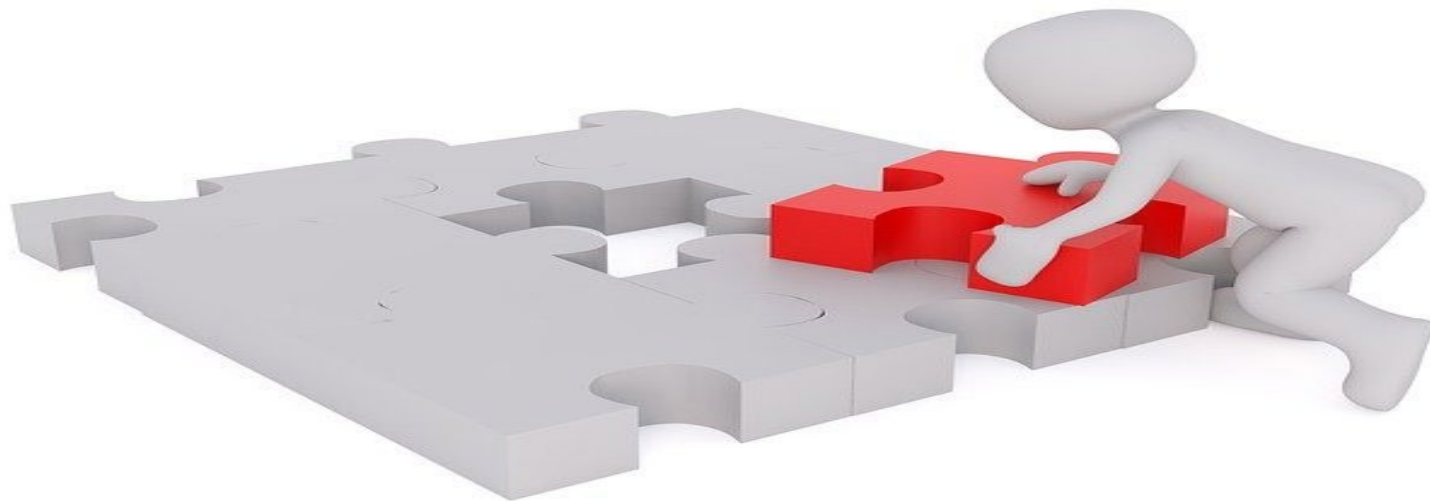
LIAISON:

Signature

Date



# Amendments





# Amendments

The agreement may be amended, through a formal amendment, only by a written agreement between both parties.

Formal amendments are required for revisions to the project scope of work and extensions to the project's expiration date.

Amendments to the grant agreement must be executed prior to the grant agreement expiration date. Please allow a 60-day turn-around time for execution.

Requests to amend the grant agreement for an extensions should be submitted before the Task 2, project completion timeline outlined in Attachment 3, Grant Work Plan.





# Example Amendment

## Paragraph 1

Defines the parties of the agreement.

## Paragraph 2

Outlines the project's original scope of work.

## Paragraph 3

Identifies intent of amendment.

## Paragraph 4

Lists the amended terms of the agreement

## Paragraph 6

Executed signatures by both parties.

## Paragraph 7

Identifies attachments included as part of amendment. Typically, Attachment 3, Grant Work Plan requires revision.

**AMENDMENT NO. 1  
TO AGREEMENT NO. LW695  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
INDIAN RIVER COUNTY**

This Amendment to Agreement No. LW695 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Indian River County, 5500 77<sup>th</sup> Street, Vero Beach, Florida 32960-5523 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Hallstrom Farmstead Conservation Area Improvements project to install a 30'x30' pavilion with concrete floor (includes survey, earthwork and construction), a 24'x24' pavilion/outdoor classroom with stabilized pervious base floor (includes survey, earthwork and construction), survey and construct a boardwalk, create a .3-mile ADA accessible loop trail, a 1.1-mile nature trail, and construct a parking area, effective February 21, 2019; and

WHEREAS, the parties wish to amend the Agreement as set forth herein, to revise Task 2.A. of Attachment 3, Grant Work Plan to remove the .3-mile ADA accessible loop trail and replace it with a .3-mile stabilized loop trail due to the original wording mistakenly referring to the wrong type of trail; and remove install a 30'X30' pavilion with concrete floor (includes survey, earthwork and construction) and replace it with install a 30'X30' pavilion with a stabilized natural surface (includes survey, earthwork and construction); and

WHEREAS, the parties wish to amend the Agreement as set forth herein, to extend the grant expiration period, to September 24, 2023, and the grant project completion date to May 31, 2023.

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement's "Date of Expiration" is hereby extended and will remain in effect until September 24, 2023. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2) The Project Completion Date is hereby extended to May 31, 2023.
- 3) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.



# Example Amendment

- 4) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

## Paragraph 6

Executed signatures by both parties.

## Paragraph 7

Identifies attachments included as part of amendment. Typically, Attachment 3, Grant Work Plan requires revision.

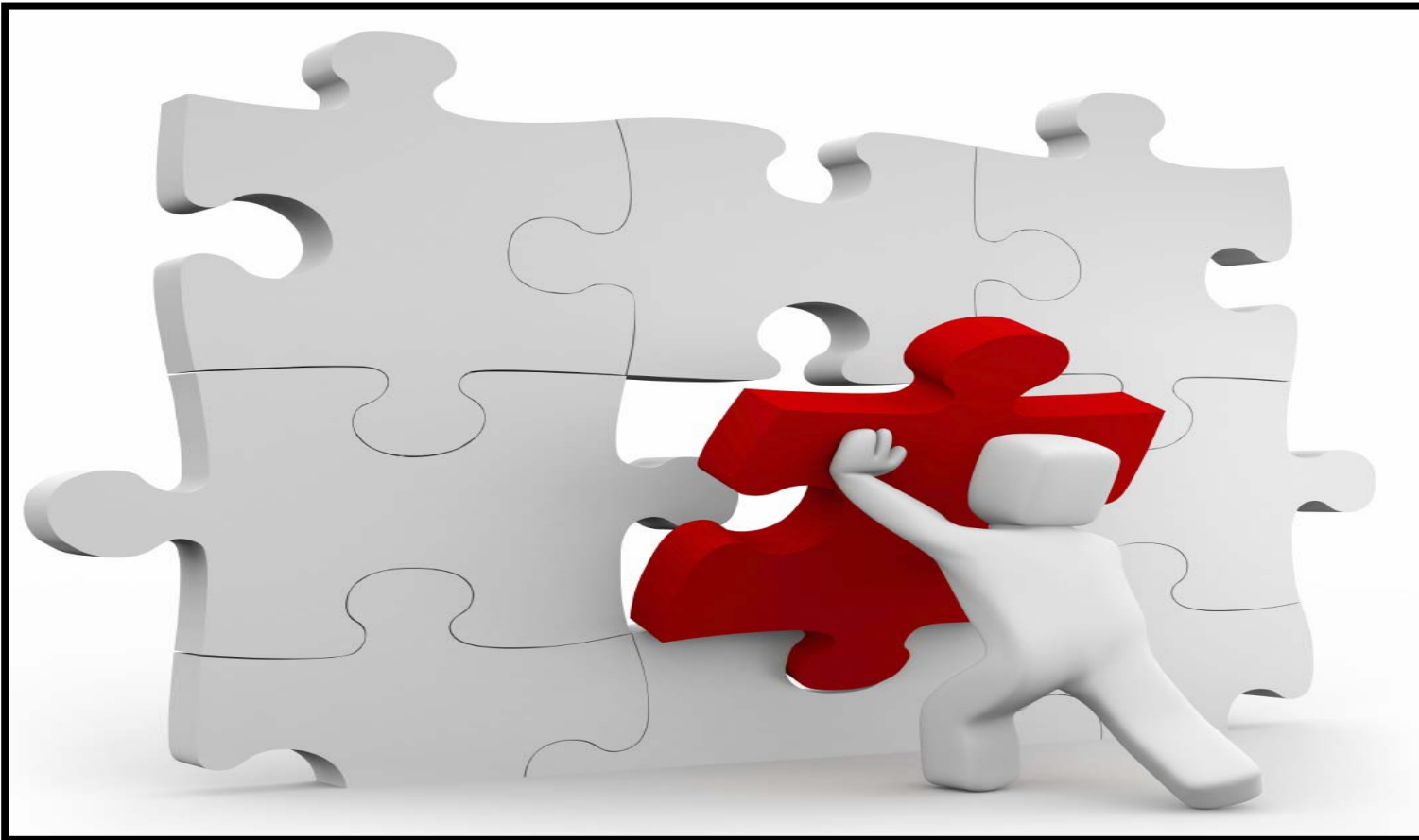
<b>Indian River County</b>	<b>Florida Department of Environmental Protection</b>
By: _____	By: _____
Title: _____	Secretary or Designee: _____
Date: _____	Date: _____

**LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:**

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-A	Revised Grant Work Plan (2 pages)



# Completion Documentation







# Completion Documentation Checklist



Florida Department of Environmental Protection

## LAND AND WATER CONSERVATION FUND PROGRAM REQUIRED PROJECT COMPLETION DOCUMENTATION

Required Signatures: No Signature

Notify DEP immediately after completion of project construction that the project is complete and send the following: All close-out documents must be submitted 30 days after project completion.

### Development Completion Documentation

- ☐ 1. Project Completion Certificate, dated and signed by the liaison agent. (3 Copies)  
(Form Attached: DRP-126)
- ☐ 2. Final "as built" site plan signed, sealed, and dated by a certified engineer, surveyor, or architect (detailed specifications not required). Please color code current project elements and/or any phases. (3 Copies)
- ☐ 3. Project Boundary Map, if changed from map originally submitted. (3 Copies)
- ☐ 4. Color photographs of the completed project elements including the acknowledgement sign or plaque crediting the Florida Department of Environmental Protection, LWCF and the US Department of Interior. (3 Copies) (Example Attached of Sign)
- ☐ 5. Certification that the "Notice of Limitation of Use" statement has been filed as a permanent part of public property records in accordance with local requirements and available for public inspection. (A copy of the project boundary map with the legal description and the "Notice of Limitation of Use" statement must be filed with public property records). (If phased project with past FRDAP/LWCF grants, grantee only needs to sign form, certifying that form is already recorded and form needs to include the recording instrument information). (Form Attached: DRP - 113) (2 Copies)
- ☐ 6. Florida Recreation and Parks Inventory Form describing the entire park. Please go to our website: <http://www.dep.state.fl.us/parks/OIRS/> and completed the Park Inventory Form listed under the heading LWCF Administrative Forms. (Please complete form on line, submit e-mail as well as print-out a hard copy to mail to our office)(1 Copy)
- ☐ 7. Final payment request. Submit all applicable forms with all information completed on each form. Please include all invoice numbers and dates, check numbers and dates, amounts and descriptions. Remember that 10% of total grant amount (retainage) will be held until final inspection has been completed.

### Acquisition Completion Documentation

- ☐ 1. Project Completion Certificate, dated and signed by the liaison agent. (3 Copies)  
(Form Attached: DRP-126)
- ☐ 2. Project Boundary Map, if changed from map originally submitted. (3 Copies)
- ☐ 3. Color photographs of the acquisition site including the acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection, LWCF and the US Department of Interior. (3 Copies) (Example Attached of Sign)



Florida Department of Environmental Protection

## LAND AND WATER CONSERVATION FUND PROGRAM REQUIRED PROJECT COMPLETION DOCUMENTATION

- ☐ 4. Certification that the "Notice of Limitation of Use" statement has been filed as a permanent part of public property records in accordance with local requirements and available for public inspection. (A copy of the project boundary map and legal description and the "Notice of Limitation of Use" statement must be filed with public property records). (If phased project with past FRDAP/LWCF grants, grantee only needs to sign form, certifying that form is already recorded and form needs to include the recording instrument information). (Form Attached: DRP - 113) (2 Copies)
- ☐ 5. Florida Recreation and Parks Inventory Form describing the entire park. Please go to our website: <http://www.dep.state.fl.us/parks/OIRS/> and completed the Park Inventory Form listed under the heading LWCF Administrative Forms. (Please complete form on line, submit e-mail as well as print-out a hard copy to mail to our office)(1 Copy)
- ☐ 6. Final payment request. Submit all applicable forms with all information completed on each form. Please include all invoice numbers and dates, check numbers and dates, amounts and descriptions.
- ☐ 7. Evidence of Title: Submit a copy of the deed.
- ☐ 8. Copy of Buyer-Seller Financial Closing Statement.
- ☐ 9. Construction schedule for development of project as stated in application. (3 Copies)

### Development of Acquisition Project Documentation

- ☐ 1. Project Completion Certificate, dated and signed by the liaison agent.  
(Form Attached - DRP-126) (2 Copies)
- ☐ 2. Photographs of the development including the acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection and FRDAP. (2 copies)
- ☐ 3. A final "as built" site plan signed, sealed, and dated by a certified engineer, surveyor, or architect (detailed specifications not required). Please color code current project elements and/or any phases. (2 copies)

Forms may be found at our website: [www.dep.state.fl.us/parks/oirs](http://www.dep.state.fl.us/parks/oirs)



# Completion Documentation Certification



Florida Department of Environmental Protection  
LAND AND WATER CONSERVATION FUND  
PROJECT COMPLETION CERTIFICATION

Required Signatures: **Adobe Signature**

Project Sponsor: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

A list identifying the quantity and type of primary outdoor recreation areas and facilities and support facilities to be constructed, and cost estimate for each item. (50% of total costs must be in primary facilities)

Primary Facilities/Areas:	Actual Cost:

Support Facilities/Areas:	Actual Cost:
Total Projected Cost	\$ _____



Florida Department of Environmental Protection  
LAND AND WATER CONSERVATION FUND  
PROJECT COMPLETION CERTIFICATION

I hereby certify that the above mentioned project construction or acquisition has been completed in accordance with the Project Agreement executed between \_\_\_\_\_ and the Florida Department of Environmental Protection dated the \_\_\_\_\_. That all funds allocated for the project were expended pursuant to the Project Agreement; that all goods and services for accomplishment of the project were negotiated and procured in accordance with applicable law and funding program requirements; that all project acquisition or construction was completed on \_\_\_\_\_ which was on or prior to the acquisition or construction completion date specified in the Project Agreement; and that the project was completed in accordance with the final project plans (site, architectural, engineering) prepared for the project; and that all required local, state and federal environmental permits and approvals were obtained. I also certify that if a development project, park is open and accessible to the general public.

Signed: \_\_\_\_\_  
(Liaison Agent)

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

Signed: \_\_\_\_\_  
(Project Architect or Engineer)

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





# Final As-Built Site Plan







# Exhibit I - Boundary Map

## NOTES:

1. No improvements were located in this survey other than those shown hereon.
2. No underground encroachments, utilities or foundations were located in this survey.
3. All measurements shown hereon are Standard U.S. Survey Feet, and decimals thereof.
4. The use of this survey is limited to the specific transaction shown hereon.
5. Subject to zoning setbacks, easements and restrictions of record.
6. Adjoining deeds of record were not provided to this firm.
7. This survey was performed without benefit of deed.
8. Water boundary is subject to change due to natural causes and may or may not represent actual location of limit of title.
9. This is not a current survey.

BEGIN AT AN IRON PIPE MARKING THE NE CORNER OF BLOCK "G NORTH" OF A RE-SUBDIVISION OF TULLEY'S SURVEY OF PANACEA MINERAL SPRINGS, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 6, OF THE PUBLIC RECORDS OF WAKULLA COUNTY, FLORIDA.

MOOND STREET  
(60'-R/W) (OPEN/PAVED)



## LEGEND

BLD - BUILDING  
RE - RE-SUB  
BND - BOUNDARY  
FND - FOUNDATION  
R - RANGE  
N - NORTH  
S - SOUTH  
E - EAST  
W - WEST  
PT - POINT OF TANGENT  
O - POINT OF ORIGIN  
ID - IDENTIFICATION  
MHL - MEAN HIGH WATER LINE  
POS - POINT OF BEGINNING  
R/W - RIGHT OF WAY  
RAD - RADIUS  
DEL - DELTA OR INCLUDED ANGLE  
CH - CHORD LENGTH  
OS - CHORD BEARING  
L - ARC LENGTH  
RC - ROD AND CAP  
IP - IRON PIPE  
PC - POINT OF CURVE  
(TYP) - TYPICAL

**EDWIN BROWN & ASSOCIATES**  
SURVEYORS \* MAPPERS  
(850) 926-3016 888-433-4436 FAX (850) 926-8180  
P.O. Box 625 2813 Crawfordville Hwy. Crawfordville, FL 32326

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

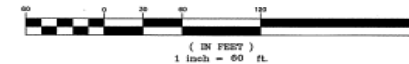
WADE G. BROWN  
Surveyor & Mapper  
Florida Certificate No. 5959  
(L# 6475)

MAY 22 2020



BEGIN AT AN IRON PIPE MARKING THE NORTHEAST CORNER OF BLOCK "G NORTH" OF A RE-SUBDIVISION OF TULLEY'S SURVEY OF PANACEA MINERAL SPRINGS, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 6, OF THE PUBLIC RECORDS OF WAKULLA COUNTY, FLORIDA. THENCE RUN NORTH 67 DEGREES 47 MINUTES 00 SECONDS EAST 633.00 FEET TO THE APPROXIMATE MEAN HIGH WATERLINE OF DICKERSON BAY. THENCE RUN SOUTHWESTERLY ALONG SAID APPROXIMATE MEAN HIGH WATERLINE AS FOLLOWS: SOUTH 08 DEGREES 37 MINUTES 20 SECONDS WEST 22.43 FEET, THENCE RUN SOUTH 17 DEGREES 48 MINUTES 01 SECONDS WEST 213.03 FEET, THENCE RUN SOUTH 10 DEGREES 40 MINUTES 49 SECONDS WEST 105.84 FEET, THENCE RUN SOUTH 19 DEGREES 04 MINUTES 51 SECONDS EAST 87.43 FEET, THENCE RUN SOUTH 26 DEGREES 01 MINUTES 29 SECONDS EAST 107.19 FEET, THENCE RUN SOUTH 06 DEGREES 12 MINUTES 43 SECONDS EAST 57.17 FEET, THENCE RUN SOUTH 12 DEGREES 08 MINUTES 16 SECONDS WEST 91.17 FEET, THENCE LEAVING SAID APPROXIMATE MEAN HIGH WATERLINE RUN SOUTH 58 DEGREES 38 MINUTES 00 SECONDS WEST 283.00 FEET TO AN IRON PIPE MARKING THE SOUTHEAST CORNER OF LOT 3 BLOCK "I NORTH" OF SAID PANACEA MINERAL SPRINGS, SAID IRON PIPE LYING ON CURVE CONCAVE TO THE SOUTHWEST. THENCE RUN NORTHWESTERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID PANACEA MINERAL SPRINGS AND SAID CURVE WITH A RADIUS OF 1306.60 FEET THROUGH A CENTRAL ANGLE OF 2 DEGREES 58 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 67.80 FEET, (CHORD BEARING NORTH 29 DEGREES 44 SECONDS 26 SECONDS WEST 67.80 FEET), THENCE RUN NORTH 31 DEGREES 22 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY BOUNDARY LINE OF PANACEA MINERAL SPRINGS 312.49 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE RUN NORTHWESTERLY ALONG SAID EASTERLY BOUNDARY LINE OF PANACEA MINERAL SPRINGS AND SAID CURVE WITH A RADIUS OF 1866.50 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 10 MINUTES 45 SECONDS FOR AN ARC DISTANCE OF 266.45 FEET, (CHORD BEARING NORTH 27 DEGREES 14 MINUTES 48 SECONDS WEST 266.17 FEET), TO THE POINT OF BEGINNING, CONTAINING 6.09 ACRES, MORE OR LESS.

## GRAPHIC SCALE



REVISION	BY	DATE
ADDED PARK IMPROVEMENTS	AA	8/15/2003

PLAT OF BOUNDARY SURVEY PREPARED FOR

**WAKULLA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

PREPARED BY:

**EDWIN G. BROWN AND ASSOCIATES, INC.**  
2813 CRAWFORDVILLE HWY. P.O. BOX 625 CRAWFORDVILLE, FL 32326 (850)926-3016

NOTES/PAGE	COUNTY	WAKULLA	DRAWN BY	AA	REVIEWED BY	WCB
NOTES/PAGE	SECTION	24	SCALE	1" = 60'	CHECKED BY	WCB
NOTES/PAGE	TOWNSHIP	6-SOUTH	SURVEY DATE	DECEMBER 14, 2000		
SHEET: 1 OF 1	RANGE	2-WEST	JOB NUMBER	PS02		
				00-499	23590	





# Photographs





# Acknowledgement Sign Requirements

SIGN VERBAGE FOR PROJECTS FUNDED BY THE  
**Land and Water Conservation Fund**

THIS PROJECT WAS PARTIALLY FUNDED BY THE  
LAND AND WATER CONSERVATION FUND  
THROUGH THE  
U.S. DEPARTMENT OF INTERIOR,  
THE NATIONAL PARK SERVICE  
AND THE  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



LWCF LOGO required)

This logo may be downloaded from:

<https://floridadep.gov/lands/land-and-recreation-grants/documents/sample-sign>





# Notice of Site Dedication and Limitation of Use – Fee Simple and Lease Properties

This instrument was prepared by:

## NOTICE OF SITE DEDICATION AND LIMITATION OF USE

(fee simple ownership by grantee)

\_\_\_\_\_, whose mailing address is \_\_\_\_\_  
Name of Grantee as Shown on Grant Agreement Grantee Mailing Address  
("grantee") has acquired or developed the real property described in Attachment A, attached hereto and incorporated herein by reference (the "Project Site"), with financial assistance provided by the Florida Recreation Development Assistance Program, in accordance with Chapter 62D-5, F.A.C. Pursuant to Rule 62D-5.059(1), F.A.C., the grantee hereby dedicates the Project Site in perpetuity as an outdoor recreation area for the use and benefit of the general public.

The grantee covenants that the Project Site and any facilities thereon, as set forth in the grant agreement attached hereto and incorporated herein as Attachment B and depicted on the boundary map attached hereto and incorporated as Attachment C, will be open to the public at reasonable times, will be operated in a safe and attractive manner, and the grantee will abide by the requirements of Chapter 62D-5.053-.059, F.A.C., relating to Florida Recreation Development Assistance Program funding for the Project Site. Pursuant to Rule 62D-5.059(3), F.A.C., if the grantee converts any part of the Project Site or facilities thereon acquired or developed with grant assistance to other than a use approved by the State of Florida Department of Environmental Protection, the grantee shall replace the area, facilities, resource, or site at its own expense with a project adjacent to or near the original Project Site that is of comparable or greater scope and quality and acceptable to the State of Florida Department of Environmental Protection.

WITNESSES:

Original Signature

Printed Name of Witness

Original Signature

Printed Name of Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, for and on behalf of \_\_\_\_\_. He/She is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public, State of Florida

This instrument was prepared by:

## NOTICE OF SITE DEDICATION AND LIMITATION OF USE

(lease or other interest by grantee)

\_\_\_\_\_, whose mailing address is \_\_\_\_\_  
("grantee") has acquired or developed the real property described in Attachment A, attached hereto and incorporated herein by reference (the "Project Site"), with financial assistance provided by the Florida Recreation Development Assistance Program, in accordance with Chapter 62D-5, F.A.C. Pursuant to Rule 62D-5.059(1), F.A.C., the grantee hereby dedicates the Project Site as an outdoor recreation area for the use and benefit of the general public for a period of twenty-five years after the completion date shown on the Certificate of Project Completion attached hereto and incorporated as Attachment B.

The grantee covenants that the Project Site and any facilities thereon, as set forth in the grant agreement attached hereto and incorporated herein as Attachment C and depicted on the boundary map attached hereto and incorporated as Attachment D, will be open to the public at reasonable times, will be operated in a safe and attractive manner, and the grantee will abide by the requirements of Chapter 62D-5.053-.059, F.A.C., relating to Florida Recreation Development Assistance Program funding for the Project Site. Pursuant to Rule 62D-5.059(3), F.A.C., if the grantee converts any part of the Project Site or facilities thereon acquired or developed with grant assistance to other than a use approved by the State of Florida Department of Environmental Protection, the grantee shall replace the area, facilities, resource, or site at its own expense with a project adjacent to or near the original Project Site that is of comparable or greater scope and quality and acceptable to the State of Florida Department of Environmental Protection.

WITNESSES:

Original Signature

Printed Name of Witness

Original Signature

Printed Name of Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, for and on behalf of \_\_\_\_\_. He/She is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public, State of Florida



# Florida Recreation and Parks Inventory Form

- The Florida Recreation and Parks Inventory form must be completed [electronically](#).
- Please print a copy of the completed form to include with project completion documentation.

The screenshot shows the FORI website with a navigation menu on the left containing links for Advanced Search, Export, Update an Existing Area, and Add a New Area. The main content area is titled 'FORI Home' and describes the Florida's Outdoor Recreation Inventory as a comprehensive database of outdoor recreation resources in Florida. It includes a search bar and a list of links for Advanced Search, Export, Update an Existing Area, and Add a New Area. The footer contains contact information for the Florida Department of Environmental Protection.

The screenshot shows the FORI form, which is a detailed questionnaire for recording outdoor recreation resources. The form is divided into several sections, including Agency Information, Physical Location, Partner Agency, and various facility categories. The facility categories include Fishing Facilities, Trails, Golf Course, Overnight Facilities, Picnic Tables, Cultural Resources, Beach Areas, and more. Each category has a list of specific facilities with checkboxes for their presence and input fields for their details. The form also includes a section for Contact Information at the bottom right.



# Reimbursement Requests







# Reimbursement Checklist



Florida Department of Environmental Protection  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
LAND AND WATER CONSERVATION FUND PROGRAM  
REIMBURSEMENT REQUEST CHECKLIST

Required Signatures: **No Signature**

☐

Ensure **all invoice numbers and dates, and check numbers and dates** are listed on all Cost Schedules.

☐

Ensure all forms are completed, signed and dated by the appropriate person.

☐

Under the header **Description** give a brief explanation of work accomplished **and the related project element.**

☐

Ensure that all expenditures were incurred prior to the termination date of the project. If checks are dated after the termination date, but work was completed before, attach a brief explanation.

☐

Submit the **Actual Cost Payment Request** form [DRP-115] with **all reimbursement requests** and attach all appropriate cost schedules.

☐

If you have been notified in writing that your project will be audited, please submit 1 copy of the invoice and canceled checks or other back-up documentation, which support the expenditures. This must be done for each payment request. If you have not been notified, keep a copy for your records.

☐

Ensure that all cost schedule totals are correct.

☐

Ensure that all expenditures incurred are related to the project elements as identified in the project agreement.



# Payment Request Summary Form/Actual Costs



## Florida Department of Environmental Protection

### EXHIBIT C PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

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

Grantee

Project Name and Number

Billing Period: \_\_\_\_\_

Billing #: \_\_\_\_\_

DEP Division: \_\_\_\_\_

DEP Program: \_\_\_\_\_

	Project Costs This Billing	Cumulative Project Costs
<b>Contractual Services</b> DRP-116		
<b>Grantee Labor</b> DRP-117		
<b>Employee Benefits</b> ( _____ % of Salaries)		
<b>Direct Purchases: Materials &amp; Supplies</b> DRP-118		
<b>Grantee Stock</b> DRP-120		
<b>Equipment</b> DRP-119		
<b>Land Value</b>		
<b>Indirect Costs</b> (15% of Grantee Labor)		
<b>TOTAL PROJECT COSTS</b>	\$0	\$0

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

\_\_\_\_\_  
Project Administrator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Project Financial Officer

\_\_\_\_\_  
Date









# Direct Material Purchases Schedule

Florida Department of Environmental Protection

### DIRECT MATERIAL PURCHASES SCHEDULE

Required Signatures: **Adobe Signature**

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

Grantee

Billing Period:

DEP Division:

Project Name and Number

Billing #\_

DEP Program:

Vendor Name	Vendor Invoice Number and Date	Check Number and Date	Project Cost	General Description and Project Element
<b>TOTAL</b>			\$0	

**CERTIFICATION:** I hereby certify that the purchases notes above were used in accomplishing the project.

---

**Project Administrator**

Date \_\_\_\_\_

**CERTIFICATION:** I hereby certify that invoices, canceled checks and other purchasing documentation have been maintained as required to support the costs reported above and are available upon request.

---

**Project Financial Officer**

Date \_\_\_\_\_







**Florida Department of Environmental Protection**  
**GRANTEE EQUIPMENT COST SCHEDULE**

Required Signatures: **Adobe Signature**

Grantee

Project Name and Number

Billing Period: \_\_\_\_\_

Billing # \_\_\_\_\_

DEP Division:

DEP Program:

Equipment Description (Type and Use)	Project Hours This Billing	Rental Rates or Cost	Equipment Rental Cost	Project Element Used For
TOTAL			\$0	

DRP-119 (Effective 06-26-2015)

Page 1 of 2

**CERTIFICATION:** I hereby certify that the above equipment was used in accomplishing this project. Only actual operating hours have been reported for reimbursement of operating costs.

---

**Project Administrator**

Date \_\_\_\_\_

**CERTIFICATION:** I hereby certify that the detailed equipment usage records, logs and other appropriate documentation have been maintained as required to support the hours of equipment used claimed above and are available for audit upon request.

---

**Project Financial Officer**

Date \_\_\_\_\_

DRP-119 (Effective 06-26-2015)

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# Audit and Financial Reporting





# Florida Department of Environmental Protection LAND AND WATER CONSERVATION PROGRAM FLORIDA RECREATION AND DEVELOPMENT ASSISTANCE PROGRAM FINANCIAL REPORTING PROCEDURES



- The financial reporting procedures establish guidelines for grant funds disbursed through the Land and Recreation Grants Section. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement. Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The Grantee shall submit attached forms to request reimbursement. The forms must contain all the information as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with agreement terms and conditions. Funds shall be released upon satisfactory completion of the project. All documents that support the reimbursement shall be retained by the Grantee for a five-year period after the completion of the project construction. If the Department requests an audit, you need to submit such documents to the Department and keep a copy for your records. (E.g. purchase orders, competitive bid documents, cancelled checks, invoices, approved payroll registers).

## **Documentation required for reimbursements:**

**Actual Cost Contract Payment Request:** This form is a summary of the current and cumulative project costs to date. This form must accompany all reimbursement requests.

**Employee benefits and indirect costs must be identified on this form only. Form DRP-115**

- **Contractual Services:** Eligible costs are for work performed by private or independent contractors that directly relate to the accomplishment of the project. **Cost plus or contingency fee contracts are ineligible. Form DRP-116**
- **Grantee Labor:** Eligible salaries and wages of employees paid by the Grantee for the performance of work that directly relate to the accomplishment of the project site. **Administration costs are ineligible. Form DRP-117**
- **Employee Benefits:** **This cost shall be reimbursed only if the Grantee is using Grantee Labor.** A maximum of 15% of eligible salaries and wages of employees who accrue annual, sick, and holiday leave from the grantee; plus a maximum of 25% of the eligible salaries and wages of employees who receive other benefits (such as FICA retirement, health, and life insurance and workers compensation ). Calculations and supporting documentation used to determine the actual cost percentages shall be maintained by the Grantee. **Form DRP-115**
- **Direct Purchases:** Eligible costs are material and supplies consumed or expended in accomplishing the project, including direct purchases from vendors. **Small tools (e.g. shovels, saws, hammers, and drills) are ineligible. Form DRP-118**
- **Grantee Equipment:** Eligible costs are all reasonable costs for rental or use of equipment which is required to be used or kept available at the site for the accomplishment of the project. If rental equipment is used the Grantee shall use the lowest rate possible. **Repairs or servicing costs of grantee owned or purchased equipment are ineligible.**
- **Form DRP-119**
- **Grantee Stock:** Eligible costs are material or supplies taken from Grantee's stock or inventory and shall be documented by material requisition or other project cost records. An inventory system with procedures and records should be maintained by the Grantee. **Form DRP-120**
- **Indirect costs:** **This cost shall be reimbursed only if the Grantee is using Grantee Labor.** Cost shall be calculated at 15%, and shall not exceed this rate. **Form DRP-115**
-





**Florida Department of Environmental Protection LAND AND  
WATER CONSERVATION PROGRAM  
FLORIDA RECREATION AND DEVELOPMENT  
ASSISTANCE PROGRAM  
FINANCIAL REPORTING PROCEDURES**



- **Direct Purchases:** Eligible costs are material and supplies consumed or expended in accomplishing the project, including direct purchases from vendors. **Small tools (e.g. shovels, saws, hammers, and drills) are ineligible. Form DRP-118**
- **Grantee Equipment:** Eligible costs are all reasonable costs for rental or use of equipment which is required to be used or kept available at the site for the accomplishment of the project. If rental equipment is used the
- Grantee shall use the lowest rate possible. **Repairs or servicing costs of grantee owned or purchased equipment are ineligible. Form DRP-119**
- **Grantee Stock:** Eligible costs are material or supplies taken from Grantee's stock or inventory and shall be documented by material requisition or other project cost records. An inventory system with procedures and
- records should be maintained by the Grantee. **Form DRP-120**
- **Indirect costs: This cost shall be reimbursed only if the Grantee is using Grantee Labor.** Cost shall be calculated at 15%, and shall not exceed this rate. **Form DRP-115**
- **Forms may be found at our website:**
- <https://floridadep.gov/ooo/land-and-recreation-grants/content/land-and-water-conservation-fund-program>



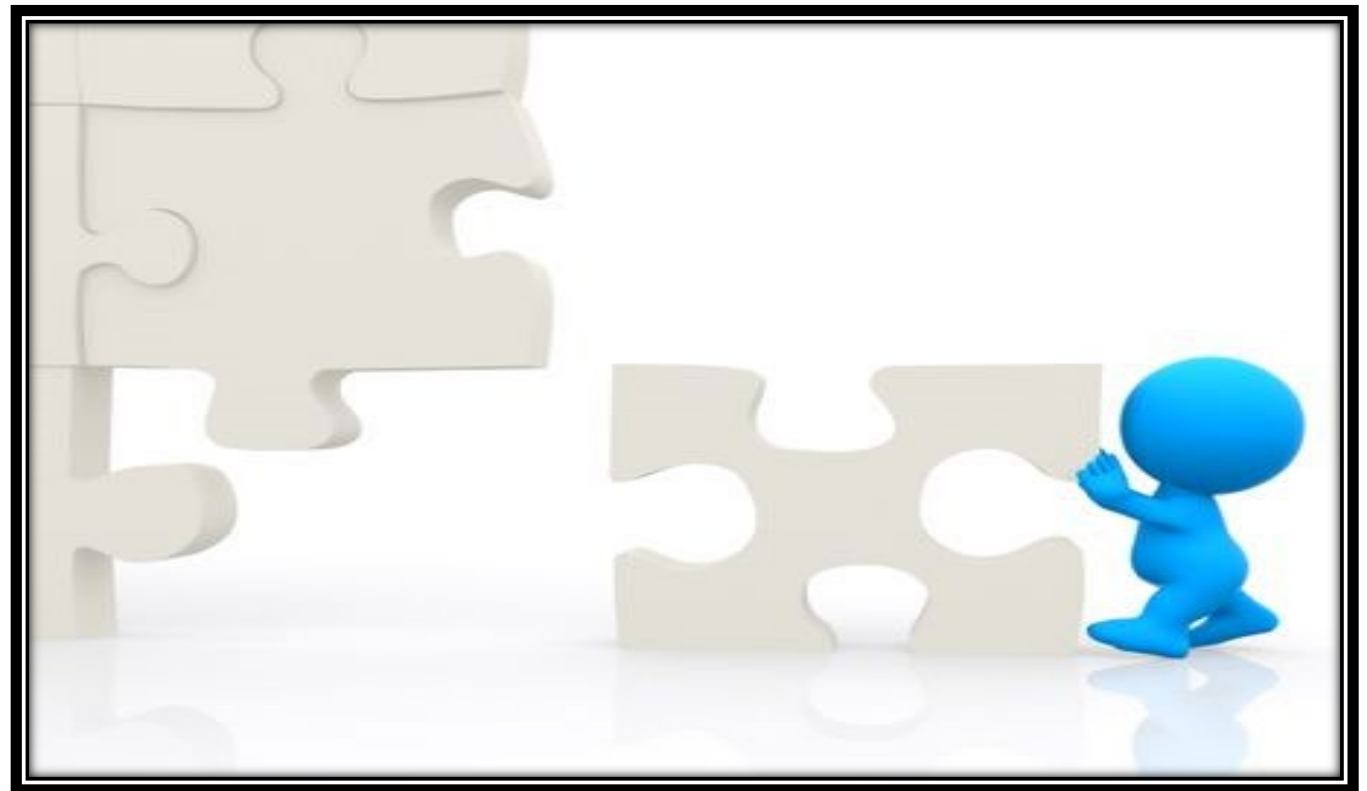
# Post Completion Responsibilities





# Post Completion-Compliance Responsibilities

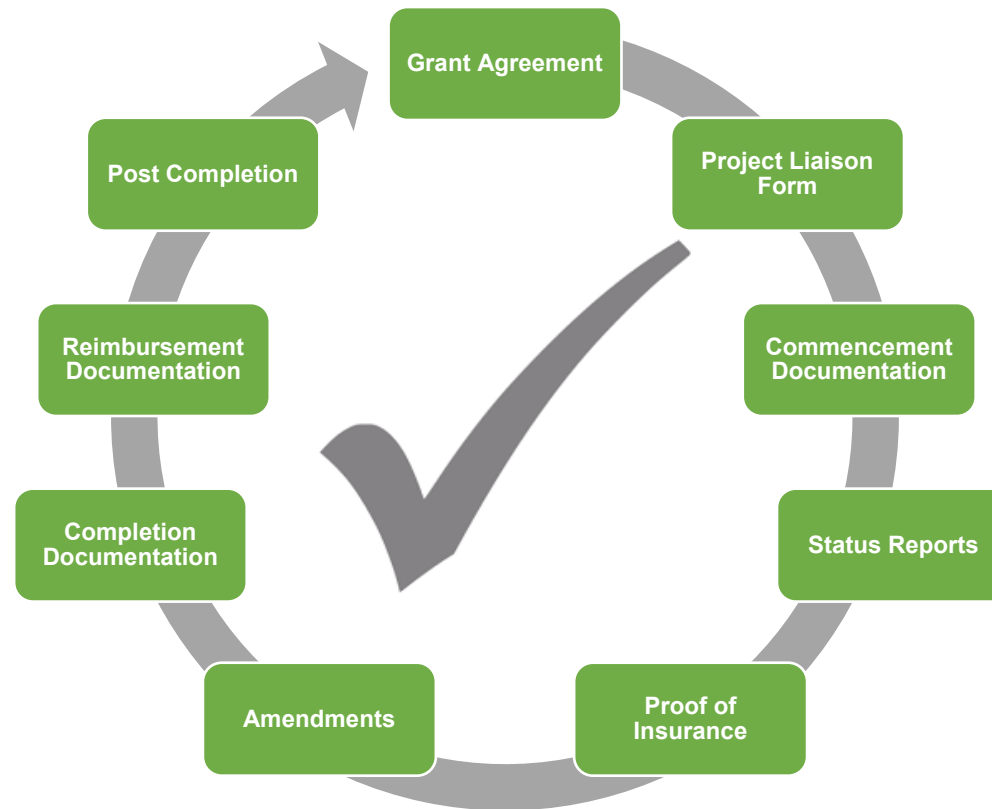
- **Site Dedication**
- **Management of the Project Sites**
- **Conversion**
- **Non- Compliance**
- **Public Accessibility**
- **Entrance fees**
- **Native Planting**
- **Post completion Inspection**







# Wrap Up





# Contact Information

**Main Phone Line:** (850) 245-2501

## **LWCF- FRDAP Community Assistance Consultants:**

- Tamika Bass – [Tamika.Bass@floridadep.gov](mailto:Tamika.Bass@floridadep.gov)
- Angie Bright – [Angie.Bright@floridadep.gov](mailto:Angie.Bright@floridadep.gov)
- LaShae Grice – [LaShae.Grice@floridadep.gov](mailto:LaShae.Grice@floridadep.gov)

## **Land & Recreation Grants Management and Legal Counsel:**

- Linda Reeves, OMC Manager – [Linda.Reeves@floridadep.gov](mailto:Linda.Reeves@floridadep.gov)
- Rebecca Wood, Program Manager – [Rebecca.Wood@floridadep.gov](mailto:Rebecca.Wood@floridadep.gov)
- Lois LaSeur, Program Attorney – [Lois.LaSeur@floridadep.gov](mailto:Lois.LaSeur@floridadep.gov)



