

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **November 20, 2007**

Consent
 Ordinance

Regular
 Public Hearing

Department: **Parks and Recreation**

Submitted By: **Parks and Recreation Department**

Submitted For: **Parks and Recreation Department**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: a fully executed Notice of Limitation of Use/Site Dedication.

Summary: On September 9, 2003, the Board authorized submission of a Florida Recreation Development Assistance Program (FRDAP) grant application (R2003-1371) to the State of Florida Department of Environmental Protection (DEP) requesting \$200,000 for Phase One Development of Burt Reynolds Park, and authorized the County Administrator or his designee to execute all necessary forms and certifications of the agreement, if the grant was approved. The FRDAP grant was approved by DEP and required a Notice of Limitation of Use/Site Dedication be recorded in the public records dedicating the site for a period of 25 years as an outdoor recreation area for the use and benefit of the general public. The Notice of Limitation of Use/Site Dedication was recorded in the public records on August 23, 2007. District 1 (AH)

Background and Justification: The Burt Reynolds redevelopment project has been completed and includes a new restroom, access road, 48 paved car/trailer parking spaces, 18 stabilized grass car/trailer parking spaces, 65 car parking spaces, staging docks, group picnic pavilion, family picnic shelters, picnic tables and grills, playground, volleyball court, horseshoe pits, a portion of the Jupiter Riverwalk Trail, security lighting, fencing, drainage, and associated landscaping. The FRDAP grant agreement required the owner of the property, which is subject to the grant, to record a Notice of Limitation of Use/Site Dedication in the public records. The Notice of Limitation of Use/Site Dedication was executed on August 23, 2007, and shall remain in effect until August 22, 2032.

Attachment: Notice of Limitation of Use/Site Dedication

Recommended by: 
Department Director

10/29/07
Date

Approved by: 
Assistant County Administrator

11/6/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

John Dool 11-1-07
 OFMB
 11/1/07
 CN
 10/31/07

Jim J. Jacoby 11/2/07
 Contract Development & Control
 11/2/07

B. Legal Sufficiency:

Anne Delaney 11/5/07
 Assistant County Attorney

C. Other Departmental Review:

REVISED 09/2003
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Name

Address:



CFN 20070404481
OR BK 22052 PG 1426
RECORDED 08/23/2007 14:36:00
Palm Beach County, Florida
Sharon R. Beck, CLERK & COMPTROLLER
Pgs 1426 - 1444; (19pgs)

**NOTICE OF LIMITATION OF USE/
SITE DEDICATION**

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project agreement and the boundary map, attached hereto as Exhibits "A" and "B," respectively (the "Property"), has been acquired by or developed with financial assistance provided by the Florida Legislature, through the Department of Environmental Protection, under the grant program called the Florida Recreation Development Assistance Program (FRDAP). In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., the Property is hereby dedicated for a period of 25 years from the date hereof as an outdoor recreation area for the use and benefit of the general public. This Notice of Limitation of Use/Site Dedication is not intended to convey title to the public. Title to the Property shall remain vested in the County. The Property is subject to all applicable terms of the statute and rules cited herein.

DEDICATOR

Addie L. Greene
Original signature

Addie L. Greene
Printed Name

Jean W. Matthews
Witness

Jean W. Matthews
Printed Name

Chairperson, Palm Beach County Board of County Commissioners
Title

Sharon Pompey
Witness

Date of Notice of Limitation of Use/Site Dedication

Sharon Pompey
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The Foregoing instrument was acknowledged before me this 23-07 by Addie L. Greene, (who is personally known to me) or who produced N/A as identification.

Stamp:



Linda N. Lewis
MY COMMISSION # DD400497 EXPIRES
February 27, 2009
BONDED THRU TROY FAIN INSURANCE, INC.

Linda N. Lewis
Notary Public, State of Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delacort
COUNTY ATTORNEY

R2004 2379

NOV 16 2004

DEP Agreement No. F5035
CSFA Number: 37.017
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
PROJECT AGREEMENT (SFY 2004-05) – Development

This Agreement is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and the Palm Beach County, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, effective July 5, 2001, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall have application to this PROJECT AGREEMENT.
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Burt Reynolds Park, Phase I (Florida Recreation Development Assistance Program, FRDAP Project Number F50035), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034.
3. All forms hereinafter referenced may be found at www.dep.state.fl.us/parks/bdrs. Further, the GRANTEE will also receive all applicable forms for administration of project with GRANTEE's copy of fully executed PROJECT AGREEMENT.

4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS which may be modified by the DEPARTMENT if GRANTEE shows good cause: Picnic pavilion, boat dock, playground, riverwalk trail, volleyball court, horseshoe pits, restroom, parking, renovate picnic tables, and other related support facilities.
5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$200,000.00, which will pay the DEPARTMENT's share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	\$200,000.00	50%
GRANTEE Match:	\$200,000.00	50%
Type of Match:	<u>Cash/In-Kind Services and/or Land Value</u>	

6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT's Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A036, referenced in s. 62D-5.058(6)(g), the DEPARTMENT will approve the request for payment.
7. In addition to the invoicing requirements contained in the paragraph above, the Department will periodically request proof of a transaction (such as invoice, payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State and guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.dbf.state.fl.us/aadir/reference_guide.
8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE and incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's adopted procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the

PROCEDURE guidelines accounting for FRDAP funds disbursed under the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE's eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
10. It is understood by the parties that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
11.
 - A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
 - B. The GRANTEE understands that the funds supporting this Agreement are subject to certification forward approval by the Governor's Office on June 30th each year. The GRANTEE understands and agrees that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT as set forth in s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.
14. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation

complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development and approve the request for payment.

15. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to commencement of project construction and shall certify that it has done so to the DEPARTMENT by completing the Project Permit Certification, FPS-A035, referenced in s. 62D-5.058(7)(c) of the RULE.
16. This PROJECT AGREEMENT shall become effective upon execution and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before ~~SEPTEMBER 30, 2007~~ (hereinafter referred to as the PROJECT completion date). The GRANTEE may request up to two (2) one-year extensions from the DEPARTMENT for good cause by submitting a written request to the DEPARTMENT. Such request must be made prior to the PROJECT completion date. However, the GRANTEE understands that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward on June 30th of each year, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
17. Project completion means the project is open and available for use by the public. Project must be completed prior to release of final reimbursement.
18. The GRANTEE shall retain all records supporting PROJECT costs for five (5) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the five-year retention period. The DEPARTMENT, State Auditor General, State Chief Financial Officer and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT during the PROJECT and within the five-year retention period.
19. In addition to the provisions contained in the paragraph above, the GRANTEE shall comply with the applicable provisions contained in Attachment 1. A revised copy of Attachment 1, Exhibit-1, must be provided to the GRANTEE with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of Attachment 1. If the GRANTEE fails to receive a revised copy of Attachment 1, Exhibit-1, the GRANTEE shall notify the Department's FRDAP Grants Administrator at (850) 488-7896 to request a copy of the updated information.
20. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE's non-compliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being

due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of any reimbursement due the DEPARTMENT.

21. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
22. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
23. The purchase of non-expendable equipment is not authorized under the terms of this Agreement.
24. The DEPARTMENT's Grant Manager for the purpose of this PROJECT AGREEMENT shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE's Grant Manager, identified in paragraph 24, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed PROJECT status reports every one hundred twenty (120) days summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.
25. Any and all notices required by this PROJECT AGREEMENT shall be delivered to the parties at the following addresses:

GRANTEE's Grant Manager

Mr. Dennis Eshleman
Director
2700 6th Avenue South
Lake Worth, Florida 33461

DEPARTMENT's Grant Manager

A. Diane Langston
Florida Department of Environmental
Protection
3900 Commonwealth Blvd., MS585
Tallahassee, Florida 32399-3000

26. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.
27. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
28. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
29. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required until refund and interest is paid to the DEPARTMENT.
30. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
31. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred

under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

32. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the GRANTEE. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
33. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in cancellation of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing of the particular violations stating a reasonable time to comply. Failure to comply within the time period stated in the written notice shall result in cancellation of the PROJECT AGREEMENT and may result in the imposition of the terms in Paragraph 28.
34. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the Rule shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.
35. If the DEPARTMENT determines that site control is not sufficient under the RULE, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall cancel this PROJECT AGREEMENT.
36. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
37.
 - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status 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 PROJECT AGREEMENT.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post 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.

38. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
39. The employment of unauthorized aliens by any Grantee is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts issued as a result of this Agreement.
40. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
41. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

43. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
44. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the written approval of the DEPARTMENT.
45. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year last written below.

R2004 2379

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

PALM BEACH COUNTY NOV 16 2004

By: Wayne Hurd
Division Director (or Designee)
Division of Recreation and Parks

By: Dennis Eshleman
Printed Name: Dennis Eshleman
Title: Director, Parks and Recreation

9-17-04
Contract Execution Date

9/1/04
Date

Address:
Office of Information and Recreation Services
Division of Recreation and Parks
3900 Commonwealth Boulevard
Mail Station 585
Tallahassee, Florida 32399-3000

Address:
2700 6th Avenue South
Lake Worth, Florida 33461

R. Diane Langston
DEP Grant Manager

Nancy J. Dolan
Grantee Attorney Nancy Dolan
Assistant County Attorney

Approved as to Form and Legality:
This form has been pre-approved as to form and legality by Suzanne Brantley, Assistant General Counsel, on May 6, 2004 for use for one year.

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>1</u>	<u>Special Audit Requirements (5 Pages)</u>

DEP Agreement No. F5035, Page 10 of 10
DEP 55-231 (06/03)

ATTACHMENT 1
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after 12/31/03) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after 12/31/03) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after 12/31/03) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
F5035	LATF	2004-2005	37.017	Florida Recreation Development Assistance Program	\$200,000.00	140002-05
Total Award						\$200,000.00


For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/catalog.htm>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Exhibit "B"

DESCRIPTION:

A parcel of land lying within Section 06, Township 41 South, Range 43 East and Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:
 Commerce at the northeast corner of Section 06, Township 41 South, Range 43 East; thence N89°31'20"W along the north line of said Section 06 a distance of 2458.20 feet to a point on the easterly right-of-way line of the 120 feet wide State Road No. 5 (U.S. Highway 1); thence continue N89°31'20"W 40.38 feet to a point on a line parallel with and 40.00 feet west of said easterly right-of-way line; the following two (2) courses being along said parallel line:
 (1) thence S07°24'20"E 222.69 feet to a point of curvature of a tangent curve concave to the east;
 (2) thence southerly along the arc of said curve having a radius of 2844.93 feet through a central angle of 03°01'00" for an arc distance of 149.79 feet;
 thence N81°15'40"E along a non-tangent line 250.00 feet;
 the following two (2) courses being along the exterior line of the Loxahatchee Historical Society Lease as described in Exhibit A of the Board of County Commissioners agenda item no. 3J-1 approved 24 April 1990:
 (1) thence N08°44'20"W 200.00 feet;
 (2) thence N81°15'40"E 146.12 feet to the POINT OF BEGINNING;
 thence N08°46'08"W 25.36 feet;
 thence N27°37'20"W 103.28 feet;
 thence N12°41'57"W 132.79 feet;
 thence N11°02'08"E 64.00 feet;
 thence N31°17'28"W 157.15 feet;
 thence N59°19'08"E 83.89 feet;
 thence S89°35'37"E 61.47 feet;
 thence S00°24'23"W 28.26 feet;
 thence S83°43'30"E 401.85 feet;
 thence S29°43'44"E 407.12 feet;
 thence S18°04'36"W 119.92 feet;
 thence N89°33'36"W 243.39 feet;
 thence S81°13'52"W 38.49 feet;
 the following two (2) courses being along the exterior line of said Exhibit A:
 (1) thence N08°44'20"W 97.83 feet;
 (2) thence S81°15'40"W 253.88 feet to the POINT OF BEGINNING.
 Said parcel containing 5.9500 acres, more or less.

NOT COMPLETE WITHOUT SHEETS 2 AND 3

PROJECT NO. 2004011-13	SHEET 4	PROJECT:		DATE 08/18/04	SCALE: 1" = 150'	NO.	REVISION	BY	DATE	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406
		DESCRIPTION AND SKETCH BURT REYNOLDS PARK								

NOTES:

- 1.) Land not abstracted for ownership, easements, rights-of-way or other documents of record by signing surveyor.
- 2.) Bearing basis: north line of said Section 06, being N89°31'20"W as shown on State Road Dept. drawing 9304-112, U.S. -1..
- 3.) This is not a survey.
- 4.) This description based upon criteria and pictures provided by Palm Beach County Dept. of Parks and Recreation.
- 5.) Florida Recreation Development Assistance Program (FRDAP) property intersected with Historical Society Lease Area as requested by Parks and Recreation Department.

This description prepared by
John E. May, Jr., PLS
Florida Certificate No. 4923

Office of the County Engineer
Palm Beach County Engineering
Survey Section
160 Australian Avenue
West Palm Beach, FL 33406

SURVEYOR'S CERTIFICATION:

I hereby certify that this Land Description was made under my responsible charge on 16 August 2004, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6.006, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the original signature and the raised seal of a Florida Licensed Surveyor and Mapper."

NOT COMPLETE WITHOUT SHEETS 1 AND 3

Legend

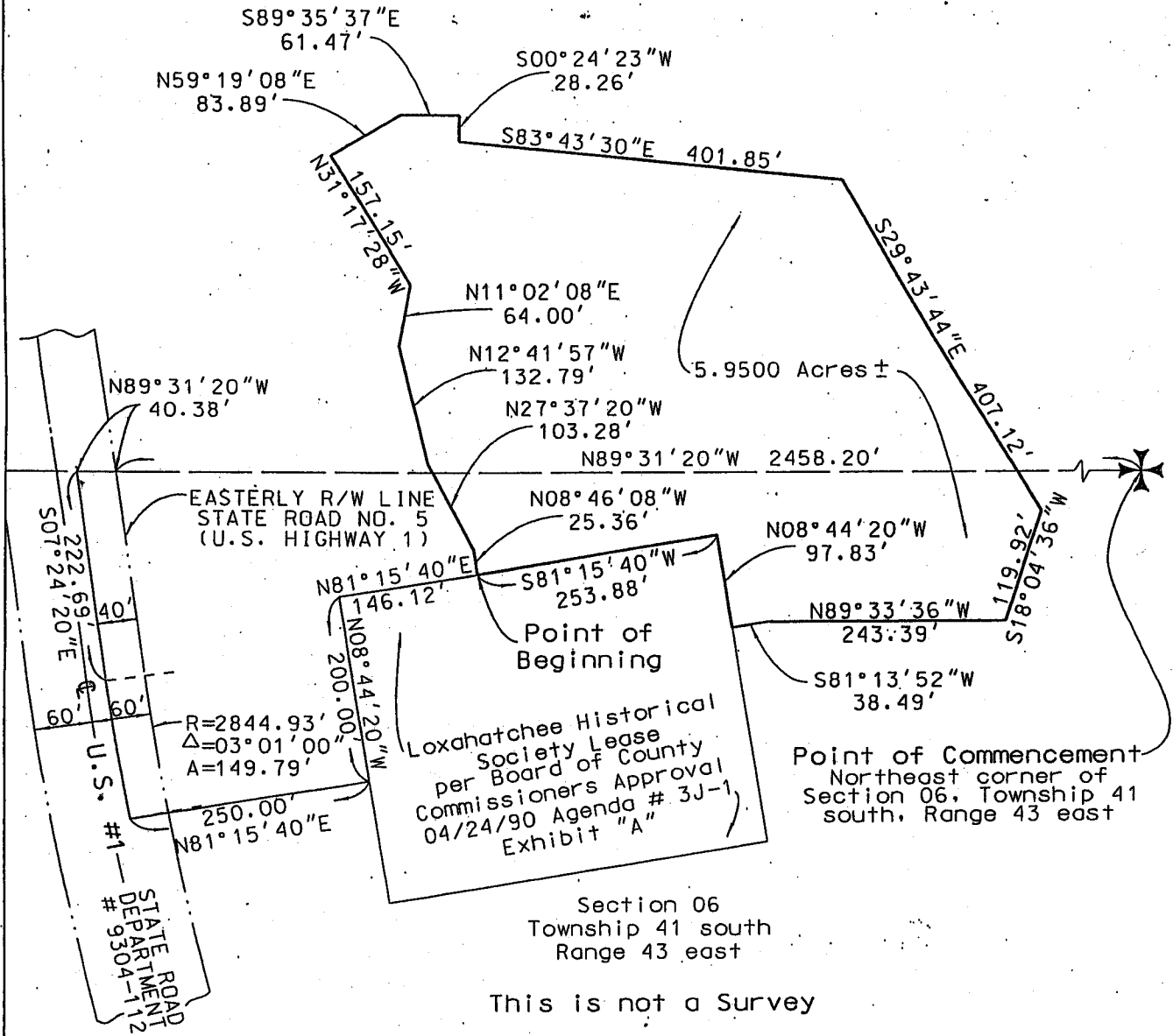
- R/W = right-of-way
- R = radius
- Δ = delta
- A = arc length
- ℄ = centerline

III-I



Section 31
Township 40 south
Range 43 east

Scale: 1" = 150'



This is not a Survey

NOT COMPLETE WITHOUT SHEETS 1 AND 2



PROJECT NO. 2004011-1 DRAWING NO. S-1-04-225 PROJECT DESCRIPTION AND SKETCH OF BURT REYNOLDS PARK SHEET 4 OF 4



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS DAY OF Aug 2007

SHARON R. BOCK
CLERK & COMPTROLLER

By M. Mendisla
DEPUTY CLERK