

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 29, 2010

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: **A) receive and file** a fully executed State of Florida Department of Environmental Protection (FDEP) Land and Water Conservation Fund (LWCF) Project Agreement for John Prince Memorial Park Campground Phase II; **B) approve** Budget Amendment of \$200,000 within the Park Improvement Fund to establish budget for the approved grant; and **C) execute** a Notice of Limitation of Use/Site Dedication identifying the project site for outdoor recreation for the use and benefit of the public in perpetuity.

Summary: On April 7, 2009, the Board authorized submission of a LWCF grant application for improvements at the John Prince Memorial Park Campground Phase II (R2009-0589). The Board also authorized the County Administrator or his designee to execute the Project Agreement (FDEP Contract Number LW571) and other standard state and/or federal grant forms related to this project if the grant was approved. This grant was approved, the Project Agreement has been fully executed, and it is now being submitted to the Board to receive and file. Upon completion of the project, the Project Agreement requires the County to execute and record a Notice of Limitation of Use dedicating the land in perpetuity as an outdoor recreation site as part of the closeout documentation. The term of the agreement is from May 18, 2010, to May 18, 2013. The total grant project cost is estimated at \$400,000. The awarded grant is for \$200,000 (50% of the total grant project cost) and will be matched with \$14,000 from the Park Improvement Fund, \$70,000 from the Parks Maintenance Division FY2010 operating budget and \$116,000 from the Zone 2 Park Impact Fees. District 3 (AH)


Background and Justification: LWCF grants are provided by the U.S. Department of the Interior, with the Florida Department of Environmental Protection (DEP) administering the program. Project elements include construction of new campsites, a canoe/kayak launch, picnic facilities, lakeside hiking trail, landscaping, and parking, as well as renovation of a playground, picnic facilities, campsites, restrooms, and other related support facilities.

Attachments:

1. Project Agreement
2. Budget Amendment
3. Notice of Limitation of Use/Site Dedication

Recommended by: 
Department Director

6/11/10
Date

Approved by: 
Assistant County Administrator

6/17/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>400,000</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>(200,000)</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>200,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

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

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

LWCF Grant Award	3600-581-P599	\$200,000
John Prince Park Improv Ph IV	3600-581-P560	\$14,000
Parks Maintenance Operating Budget	0001-580-5224	\$70,000
Zone 2 Impact Fees Reserve	3602-581-9900	<u>\$116,000</u>
Total Grant Project Cost		\$400,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:
Estimated project cost \$400,000. County will provide 50% of project cost.

[Signature] 6/15/10
 OFMB
6/14/10

[Signature] 6/16/10
 Contract Development and Control
6/16/10

B. Legal Sufficiency:

Anne Helgen 6/17/10
 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.)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
FY 2008 - 2009
PROJECT AGREEMENT - DEVELOPMENT

This Project Agreement is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter called the "Department"), and the PALM BEACH COUNTY, whose address is 2700 6th Avenue South, Lake Worth, Florida, 33461 (hereinafter called the "Grantee"), a local government, in furtherance of the John Prince Memorial Park, Ph. II project, an approved outdoor recreation project.

WHEREAS, the Department receives funds from the U.S. Department of the Interior, National Park Service, for the purpose of passing through the agency as grants to other entities in accordance with Section 375.021(4), Florida Statutes; and,

WHEREAS, Chapter 375, Florida Statutes, further authorizes the Department to receive grants for outdoor recreation and conservation; and,

WHEREAS, the Grantee has submitted Project Application number 12-00571, which has been approved by the Department.

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

1. This Project Agreement shall become effective upon execution by both parties and the Grantee shall complete construction of all Project Elements on or before May 18, 2013 (hereinafter referred to as the Project completion date). Within 30 days from this date, all payment requests and completion documentation will be due to the Department. The Project Agreement shall be performed in accordance with Chapter 62D-5, Part VII, Florida Administrative Code, effective July 15, 2001 (hereinafter called the Rule); the Land and Water Conservation Fund (LWCF) Act of 1965, Public Law 88-578, 78 Stat 897, as amended, (hereinafter called the Program); and with general provisions for such agreements prescribed by the United States Department of the Interior (hereinafter called the USDO) in the LWCF Grants-in-Aid Manual, (hereinafter called the Manual) including the Code of Federal Regulations (CFRs) referenced

below. The Manual refers to the CFRs applicable to this Project Agreement. The following table identifies several of the key CFRs addressed in the Manual, but does not limit the Grantee to compliance with only the CFRs identified in the table.

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

The Grantee agrees to become familiar with all provisions and comply with the Rule and Manual, including the above-stated provisions of the CFR, which are incorporated into this Project Agreement by reference, as if fully set forth herein. In the event a dispute should arise between the parties concerning the intent of any language herein contained, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the LWCF Act of 1965 and the general provisions governing this Project Agreement as set forth in the Manual. No construction shall be contrary to the requirements of any Act of Congress or of the regulations of the Secretary of the Interior.

2. The Department has found that public outdoor recreation is the primary purpose of the project known as John Prince Memorial Park, Ph. II (Land and Water Conservation Fund, LWCF Project Number 12-00571), hereinafter called the Project, and enters into this Project Agreement with the Grantee for the development of that real property identified in the Project Application, the legal description of which shall be submitted to the Department on the Land and Water Conservation Fund Program Approved Project Documentation Form, DEP Form FPS-A048. The approved Project Application, which includes the Project Elements (description of project, detailed budget, and anticipated deliverables), is identified in the Grantee's approved Grant Application. The "approved Project Application" includes only those Project Elements approved by the Department and does not include proposed elements not approved by the Department. Any revisions to the Project Elements as set forth in the approved Project Application must be formally requested by the Grantee and, if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

3. The Grantee shall construct, or cause to be constructed, specified public outdoor recreation facilities and improvements consisting of the following Project Elements: **Campsites, canoe/kayak launch, picnic facilities, hiking trail, landscaping, parking; renovation of playground, picnic facilities, campsites, restrooms and other related support facilities,** as identified in the Grantee's approved Project Application.

4. The Project Elements identified in paragraph 3 herein shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the Project Application. Project Site facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Site improvements and facilities shall be in accord with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. This site development plan may be altered by the Grantee, only after written approval by the Department. Any and all utility lines installed within the park shall be placed underground. The Grantee shall have the final site development plan (site engineering and architectural) prepared by a registered architect or engineer licensed in accordance with the laws of the State of Florida.

5. A. As consideration for the services rendered by the Grantee under the terms of this Project Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$200,000.00 toward the total project cost described in the approved Project application. Program fund limits are based upon the following:

Total Grantee Amount	<u>\$ 200,000.00</u> (paid by the Department)
Grantee Match Amount	<u>\$ 200,000.00</u> (paid by the Grantee)
Total Project Cost	<u>\$ 400,000.00</u>
Type of Match	<u>Cash and/or In-Kind Services</u>

B. Within sixty (60) days after receipt of a request for payment from the Grantee, 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 Land and Water Conservation Fund Program Required Project Completion Documentation Form, DEP Form FPS-A051, referenced in s. 62D-5.073(7)(e)2, F.A.C., the Department will approve the request for payment.

6. In addition to the invoicing requirements contained in paragraph 5.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Project Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Project 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.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87(2 CFR, Part 225), A-122 (2 CFR, Part 230), A-21 (2 CFR, Part 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR, Part 215) at: <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

7. Reimbursement for travel expenses is not authorized under this Project Agreement.
8. The Grantee agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Accountability Procedures, hereinafter called the Procedure, 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 procurement requirements specified in 43 CFR 12.76. Expenses representing the Project costs, including the required matching contribution, shall be reported to the Department and summarized on certification forms referenced in the Procedure. The Department and Grantee agree to use the Procedure guidelines in accounting for LWCF 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 salaries/wages. Indirect costs that exceed 15% must be approved in advance and in writing by the Department to be considered eligible Project expenses.
10. Project funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.069(31) of the Rule) incurred by the Grantee prior to execution of this Project Agreement as set forth in s.62D-5.073(2) 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 the following expenditures which meet the requirements of the foregoing sections of the Rule.

Preagreement Costs Approved:

Description of Work Performed	Amount Approved
Total Preagreement Costs Approved:	N/A

11. A. Prior to commencement of Project development, the Grantee shall submit the documentation required by the Land and Water Conservation Fund Program Required Project Commencement Documentation Form, DEP Form FPS-A050, referenced in s. 62D-5.073(7)(e) 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.
 - B. If Grantee does not have any of the documents incorporated by reference in this Project Agreement, Grantee shall obtain them from the Department or other official source.
12. 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 Land and Water Conservation Program Commencement Certification, DEP Form FPS-A052, referenced in s. 62D-5.073(7)(e)(1) of the Rule.
13. The Grantee shall complete all Project construction by the completion date established in paragraph 1, above.
14. Project completion means the Project is open and available for use by the public. The Project must be completed prior to release of final reimbursement.
15. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Project Agreement and for five years following Project Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
 - B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

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16. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment A (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment A** summarizes the funding sources supporting the Project Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in paragraph 21, to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Project Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- <https://apps.fldfs.com/fsaa>
- The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment B**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment B should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
17. Following receipt of an audit report identifying any reimbursement due the Department for the Grantee's noncompliance 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.

18. 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. If the Grantee is self-funded for liability insurance, as appropriate and allowable under Florida law, then the Grantee warrants and represents that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee. The Department shall have no liability except as specifically provided in this Project Agreement.
19. 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 its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor to similarly 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 Project Agreement is not protected under Florida Workers' Compensation law, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.
20. The purchase of non-expendable equipment is not authorized under the terms of this Project Agreement.
21. The Department's Grant Manager for the purpose of this Project Agreement, or successor, shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The Grantee's Liaison Agent (also known as Grantee's Grant Manager), as identified in the Project Application, or successor, shall act on behalf of the Grantee relative to the provisions of this Project Agreement. The Grantee's Liaison Agent shall submit to the Department signed Project status reports every ninety (90) 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. Any and all notices shall be deemed effective and sufficient if sent via U.S. mail, facsimile (fax), electronic mail, or by hand-delivery to the parties at the following addresses:

Grantee's Liaison Agent

Name: Ms. Jean Matthews, Senior Planner
Entity: Palm Beach County
Address: 2700 6th Avenue South
City, State, Zip: Lake Worth, FL 33461
Phone: (561) 966-6614
Fax: (561) 963-6747
Email: JMatthew@pbcgov.org

Department's Grant Manager

Name: Tamika Bass
Entity: Florida Department of Environmental
Protection
Address: 3900 Commonwealth Boulevard, MS585
City, State, Zip: Tallahassee, Florida 32399-3000
Phone: (850) 245-2501
Fax: (850) 245-3038
Email: Tamika.bass@dep.state.fl.us

Any changes to the above contact information must be noticed in writing to the other party within 10 days of the change and such writing shall be attached to the original of this Project Agreement.

22. Prior to final reimbursement, the Grantee must erect a permanent information sign on the Project site which credits Project funding or a portion thereof, from the Land and Water Conservation Fund Program through the USDOl and the Department.
23. The Department and USDOl have the right to inspect the Project and any and all records related thereto at any reasonable time.
24. This Project 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 Project Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) (a), Florida Statutes.
25. 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 LWCF 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 be calculated and determined pursuant to Section 55.03(1) of the Florida Statutes. Interest shall be calculated from the date(s) of payment(s) to the Grantee by the Department to the date repayment is made by Grantee. After closing of the Project, the Grantee may not repay the funds but shall go through the conversion process described by the Manual and the Rule.

26. If the United States, acting through the USDOT, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope of its lawful authority, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to pay the refund and will forthwith repay directly to the Department the amount of money demanded.
27. The Grantee shall comply with all federal, state and local laws, rules, regulations 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 ensure that, in the event work is subcontracted, the Grantee's contract will include the requirements of this paragraph in all subcontracts made to perform this Project Agreement.
28. Competitive open bidding and purchasing for construction of said Project facilities or improvements shall comply with all applicable laws and the Manual. Following completion of Project construction, the Grantee's Liaison Agent shall provide the Department with a statement certifying that all purchases or contracts for construction were competitively bid pursuant to applicable law and the Manual.
29. If asphalt paving is required for the Project, it shall conform to the Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.
30. By acceptance of the provisions of this Project Agreement, the Grantee does hereby agree to dedicate the Project Site and all land within the Project boundaries, identified in paragraph 2 herein, in perpetuity as an outdoor recreation site for the use and benefit of the public, as stated in s. 62D-5.074(1) of the Rule. Execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida. The Grantee represents that it has sufficient site control to enable this dedication. The dedication must be promptly recorded in the county's

official public records by the Grantee and Grantee shall provide a certified copy to the Department.

31. The Grantee agrees to operate and maintain the Project site as stated in s. 62D-5.074(2) of the Rule. The Project site, Project-related facilities, and any future outdoor recreation facilities developed on the Project site shall be open to the general public for outdoor recreation use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain said Project-related facilities and improvements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project site, if said development is not described in paragraph 3 herein.
32. The Grantee shall not, for any reason, convert all or any portion of the park for any purpose other than public outdoor recreation without prior approval of the USDO I and the Department pursuant to Section 6(f)(3) of the LWCF Act, the Manual, and s. 62D-5.074(3) of the Rule.
33.
 - A. Failure to comply with the provisions of the Rule or the terms and conditions of this Project Agreement will result in termination of the Project Agreement by the Department. In the event of violation of the rule or the provision of this Project Agreement by Grantee, the Department shall provide 30 days written notice of its intent to terminate. The written notice shall provide a reasonable amount of time to cure the violations; however, if the Grantee does not cure or obtain an extension of time within the time period stated in the notice, this Project Agreement shall be automatically terminated.
 - B. The Department may terminate this Project Agreement when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The Grantee shall not incur new obligations for the Project after the effective date and shall cancel as many outstanding obligations as possible. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.
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 or has been compromised, the Department shall give the Grantee a notice, in writing, and a reasonable time to comply. If the deficiency cannot be reasonably corrected within the time specified in the notice, the Department shall terminate this Project Agreement.
36. In accordance with the LWCF Act, Program funds will be made available contingent upon an annual appropriation to each State by Congress. The State of Florida's performance and obligation to pay under this Project Agreement is contingent upon an annual appropriation of spending authority by the Florida Legislature. The parties hereto understand that this Project Agreement is not a commitment of future appropriations.
37. A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment C**, Form DEP 55-221, effective January 2001, "Disclosure of Lobbying Activities" (attached hereto and made a part hereof), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. (43 CFR, Part 18)
- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Project Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
38. A. No person on the grounds of race, religion, 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.

39. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
40. A person or affiliate who has been placed on the convicted vendor list following a conviction for 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, or Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
41. In accordance with Executive Order 12549, Debarment and Suspension (2 CFR, Part 1400), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOJ to the Department. The Grantee shall include the language of this section, in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement.
42. This 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 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.
43. 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.
44. This Project Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

45. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment D, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment E, Regulations**, attached hereto and made a part hereof, shall apply to this Project Agreement.
46. This Project Agreement is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the Department.
47. The parties hereto acknowledge and agree that the provisions contained in paragraphs 15, 23, 30, 31, and 32 shall survive the end date of this Project Agreement, as established in paragraph 1.
48. 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.

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

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

PALM BEACH COUNTY

By: [Signature]
Division Director
Division of Recreation and Parks
and State Liaison Officer
(or designee)

By: [Signature]
Dennis Eshleman
Printed Name
Director, Palm Beach County Parks & Rec.
Title

Date: 5/19/10

Date: 5-11-2010

FEID No.: 59-6000785

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

Address:

[Signature]
DEP Grant Manager

[Signature]
Grantee's Attorney

Approved as to form and legality for use for one year by Reagan Russell, Assistant General Counsel on December 23, 2009.

Attachments:

- Attachment A Special Audit Requirements (5 pages)
- Attachment B Certification of Applicability to Single Audit Act Reporting (1 page)
- Attachment C Disclosure of Lobbying Activities (2 pages)
- Attachment D Contract Provisions (3 Pages)
- Attachment E Regulations (1 Page)

ATTACHMENT A

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this 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 \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local-governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

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

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

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

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

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

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

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

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

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

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

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

PART V: RECORD RETENTION

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

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EXHIBIT - 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
12-00571	U.S. Department of the Interior, NPS	15.916	Land and Water Conservation Fund Grants	\$200000	140001-10

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

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

Total Award				\$200000	
--------------------	--	--	--	-----------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT B

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee's Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA# CFDA# DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct:

Name

Date

Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection.

CSFA/CFDA Number _____

DEP Grant Agreement Number

THIS INFORMATION SHOULD ONLY BE THOSE GRANTS RECEIVED FROM/THROUGH THE DEP. THE INFORMATION REQUESTED (CSFA/CFDA# SHOULD BE FOUND IN THE SINGLE AUDIT ATTACHMENT TO THE AGREEMENT AND THE DEP AGREEMENT NUMBER SHOULD BE FOUND ON THE AGREEMENT.)

The Certification should be signed by your Chief Financial Officer. Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

1. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

2. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

3. **Question:** How do I know what the CSFA/CFDA Number is?

Answer: These numbers should be identified in the grant agreement. If you cannot locate them you should call your grant manager and ask them for the needed information. If it is a grant funded by DEP, you may contact Debbie Skelton, DEP Grants Development and Review Manager at (850) 245-2371.

4. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

5. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

ATTACHMENT C

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

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

Form DEP 55-221 (01/01)

DEP Agreement No. LWS71, Attachment C, Page 1 of 2

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT D Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 contractor or subrecipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that 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.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance 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.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
22. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
23. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).
24. **Compliance with the Americans with Disabilities Act (ADA) of 1990, Public Law 100-336, American with Disabilities act Accessibility Guidelines at 28 CFR 36 and the Americans with Disability Act Title II at 28 CFR 35.** By accepting funds under this Agreement, the Grantee agrees to comply with the provisions under the ADA regulations stated above.

**ATTACHMENT E
REGULATIONS**

Formal regulations concerning administrative procedures for Department of Interior (DOI) grants appear in Title 43 of the Code of Federal Regulations. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
General	
43 C.F.R. 17	Nondiscrimination in federally assisted programs of the DOI
Grants and Other Federal Assistance	
43 C.F.R. 12	Subpart C - Uniform administrative requirements for grants and cooperative agreements to state and local governments
43 C.F.R. 12	Subpart F - Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
43 C.F.R. 18	New restrictions on lobbying
43 C.F.R. 43	Governmentwide requirements for drug-free workplace
Other Federal Regulations	
2 C.F.R. 1400	Suspension and Debarment
48 C.F.R. 31	Contract Cost Principles and Procedures
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements


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**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 581 052610*533
BGEX 581 052610*1592

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/26/10	REMAINING BALANCE
REVENUES								
3600-581-P599-3107	Fed Grant Capital-Culture/Recr	0	0	200,000		200,000		200,000
TOTAL RECEIPTS & BALANCES		9,809,163	9,822,821	200,000		10,022,821		
APPROPRIATIONS								
3600-581-P599-6520	Park Improvements	0	0	200,000		200,000	0	200,000
TOTAL APPROPRIATIONS & EXPENDITURES		9,809,163	9,822,821	200,000		10,022,821		

	Signatures	Date	
Parks and Recreation Department		8-1-10	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION	_____	_____	At Meeting of
Administration/Budget Department Approval	_____	_____	June 29, 2010
OFMB Department - Posted	_____	_____	Deputy Clerk to the Court

LAND AND WATER CONSERVATION FUND PROGRAM

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 Federal financial assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended. Pursuant to requirements of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the existing Statewide Comprehensive Outdoor Recreation Plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

DEDICATOR

Original signature

Witness
Printed Name: _____


Commissioner Burt Aaronson

Witness
Printed Name: _____

Chair, Palm Beach County Board of
County Commissioners

Approved as to Terms and Conditions:

Attest:
Sharon R. Bock
Clerk and Comptroller

By: 
Dennis Eshleman, Director
Palm Beach County Parks and Recreation

By: _____
Deputy Clerk

Approved as to Form and Legal
Sufficiency

By: _____
Anne Helfant
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ by
_____, who is personally known to me or who produced
_____ as identification.

Stamp:

Notary Public, State of Florida

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF DEED BOOK 594, PAGE 56, PUBLIC RECORDS OF PALM BEACH COUNTY, IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH ONE-QUARTER (S 1/4) CORNER OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST; THENCE SOUTH 88°27'34" EAST ALONG A LINE BETWEEN THE S 1/4 CORNER AND THE SE CORNER OF SAID SECTION 32 A DISTANCE OF 471.50 FEET; THENCE NORTH 01°32'26" EAST A DISTANCE OF 118.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93530-2605 (3605); THENCE NORTH 21°02'32" EAST, A DISTANCE OF 312.80 FEET; THENCE NORTH 28°53'14" EAST, A DISTANCE OF 648.22 FEET; THENCE NORTH 6°48'47" EAST, A DISTANCE OF 506.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°19'25" WEST, A DISTANCE OF 326.61 FEET; THENCE NORTH 28°22'05" WEST, A DISTANCE OF 1,842.81 FEET; THENCE NORTH 29°48'49" EAST, A DISTANCE OF 1167.36 FEET; THENCE NORTH 78°35'22" WEST, A DISTANCE OF 347.92 FEET; THENCE NORTH 64°11'12" WEST, A DISTANCE OF 229.20 FEET; THENCE SOUTH 82°00'27" WEST, A DISTANCE OF 254.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 31°23'49" WEST A DISTANCE OF 793.00 FEET; THENCE WEST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°11'50", A DISTANCE OF 154.98 FEET; THENCE NORTH 00°06'41" EAST, A DISTANCE OF 998.10 FEET TO THE NORTH LINE OF SAID SECTION 32; THENCE SOUTH 87°38'41" EAST ALONG SAID NORTH LINE OF SECTION 32 A DISTANCE OF 1,690.22 FEET TO THE WEST LINE OF THE EAST 1,600.00 FEET OF SAID SECTION 32; THENCE SOUTH 0°06'41" WEST ALONG SAID WEST LINE, A DISTANCE OF 3,768.93 FEET; THENCE NORTH 89°19'25" WEST, A DISTANCE OF 123.12 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 4,363,370 SQUARE FEET OR 100.1692 ACRES.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.


N. Howard

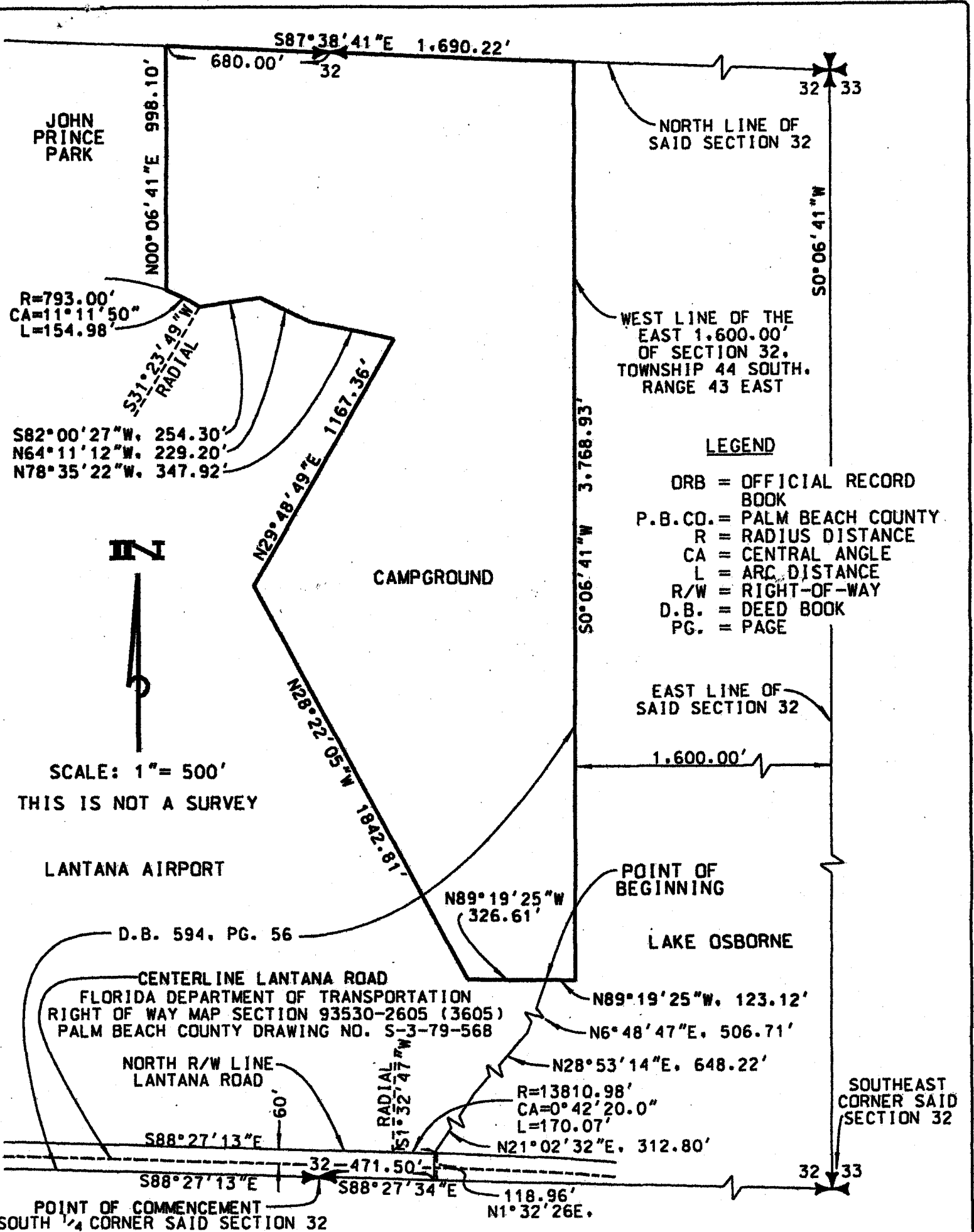
4-16-2010

NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROJECT NO. 2009011-02	SHEETS 2 1	PROJECT: JOHN PRINCE PARK CAMPGROUND		SCALE: 1" = 500' DRAWN BY: N.J.H. CHECKED BY: E.A.D. DATE: 02/19/09 FIELD NO.: N/A	REVISION 1 PREM REVISIONS	BY DATE N.J.H. 4/24/09	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-09-2938.DGN	DRAWING NO. S-1-09-2938				



S87°38'41"E 1,690.22'

680.00'

JOHN PRINCE PARK

N00°06'41"E 998.10'

NORTH LINE OF SAID SECTION 32

R=793.00'
CA=11°11'50"
L=154.98'

S31°23'49"W
RADIAL

WEST LINE OF THE EAST 1,600.00' OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST

S82°00'27"W, 254.30'
N64°11'12"W, 229.20'
N78°35'22"W, 347.92'

LEGEND

- ORB = OFFICIAL RECORD BOOK
- P.B.CO. = PALM BEACH COUNTY
- R = RADIUS DISTANCE
- CA = CENTRAL ANGLE
- L = ARC DISTANCE
- R/W = RIGHT-OF-WAY
- D.B. = DEED BOOK
- PG. = PAGE



CAMPGROUND

SCALE: 1" = 500'
THIS IS NOT A SURVEY

LANTANA AIRPORT

EAST LINE OF SAID SECTION 32

1,600.00'

POINT OF BEGINNING

LAKE OSBORNE

D.B. 594, PG. 56

CENTERLINE LANTANA ROAD
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP SECTION 93530-2605 (3605)
PALM BEACH COUNTY DRAWING NO. S-3-79-568

NORTH R/W LINE LANTANA ROAD

N89°19'25"W
326.61'

N89°19'25"W, 123.12'

N6°48'47"E, 506.71'

N28°53'14"E, 648.22'

R=13810.98'
CA=0°42'20.0"
L=170.07'

N21°02'32"E, 312.80'

SOUTHEAST CORNER SAID SECTION 32

S88°27'13"E

S1°32'47"W
RADIAL

S88°27'13"E

471.50'

S88°27'34"E

118.96'
N1°32'26"E

POINT OF COMMENCEMENT
SOUTH 1/4 CORNER SAID SECTION 32