

RESOLUTION NO. 14-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE CITY TO RECEIVE \$200,000.00 IN GRANT FUNDING FOR THE DEVELOPMENT OF DORAL NORTH PARK; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in March 2012 the City applied for a grant through the Land & Water Conservation Fund, which is administered through the Florida Department of Protection (FDEP); and

WHEREAS, the City requested \$200,000.00 for the development of Doral North Park with the City matching \$200,000.00 towards the project; and

WHEREAS, the funds requested were awarded to the City and will be managed by FDEP through a Grant Agreement; and

WHEREAS, on December 18th, 2013 the Parks & Recreation Department received FDEP Grant Agreement No. LW613, a copy of which is attached as Exhibit A (the "Grant Agreement"); and

WHEREAS, Staff respectfully requests that the City Council authorize the Mayor to execute the Grant Agreement on behalf of the City to receive the grant funding for development of Doral North Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

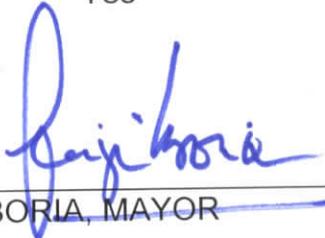
Section 2. Approval. The City Council hereby authorizes the Mayor to enter into the Grant Agreement to receive funding for development of Doral North Park in the amount of \$200,000.00, with a required City matching funding in an amount not to exceed \$200,000.00.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Fraga who moved its adoption. The motion was seconded by Councilwoman Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

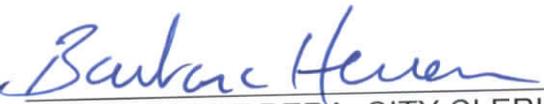
Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 29th day of January, 2014



LUIGI BORIA, MAYOR

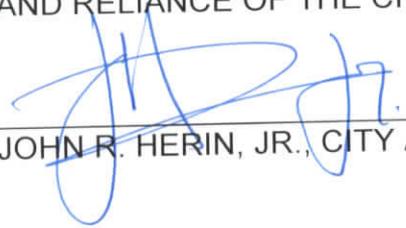
ATTEST:



BARBARA HERRERA, CITY CLERK

1/31/2014

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF DORAL ONLY:



JOHN R. HERIN, JR., CITY ATTORNEY

EXHIBIT “A”

**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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25. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

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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.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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.

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.

EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of the Interior, NPS	15.916	Land and Water Conservation Fund Grants	\$200,000.00\$	140001

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

ATTACHMENT B

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:

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

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

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

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

Completion Documentation required prior to Reimbursement

**ATTACHMENT A to Project Agreement
LAND AND WATER CONSERVATION FUND PROGRAM
DEVELOPMENT
PROJECT WORK PLAN**

**Project Name: Doral North Park
Grantee Name: City of Doral**

Please list each project element along with its objective and estimated budget amount:

Project Element(s):

1. Picnic Facility
Objective: To provide areas within the facility for park patrons to sit and enjoy a place to eat and gather.
Amount: \$25,000.00
2. Basketball Court
Objective: Construction of courts for recreation purposes.
Amount: \$25,000.00
3. Fishing Pier
Objective: To provide an area where patrons can enjoy fishing near the existing lake.
Amount: \$25,000.00
4. Hiking Trail
Objective: Area around the lake for park patrons to walk, run, or ride their bicycles.
Amount: \$25,000.00
5. Landscaping
Objective: Installation of sod and trees.
Amount: \$50,000.00
6. Parking
Objective: Construction of parking area.
Amount: \$50,000.00

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements shown above and submittal of all required documentation identified in the table below. Any changes to the Project Elements will require an amendment to this Agreement.

Commencement Documentation required prior to Reimbursement Request

ELEMENTS/WORK TO BE COMPLETED	ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT	MATCH AMOUNT TO BE CLAIMED	DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION BEFORE REIMBURSEMENT CAN BE APPROVED
1. Picnic Facility	\$25,000.00	\$25,000.00	Project Completion Certification
2. Basketball Court	\$25,000.00	\$25,000.00	Final as-built site plan
3. Fishing Pier	\$25,000.00	\$25,000.00	Florida Recreation and Parks Inventory Form
4. Hiking Trail	\$25,000.00	\$25,000.00	Color Photographs of Project
5. Landscaping	\$50,000.00	\$50,000.00	Notice of Limitation of Use
6. Parking	\$50,000.00	\$50,000.00	Boundary Survey
TOTAL FUNDING AMOUNT	\$200,00.00	\$200,000.00	

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

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

FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

CITY OF DORAL

By: _____
Division Director
Division of Recreation and Parks
and State Liaison Officer
(or designee)

By: _____

Printed Name

Title

Date: _____

Date: _____

FEID No.: 731690945

Address:
Office of Operations
Land and Recreation Grants (MS 585)
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

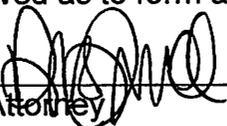
Address:



DEP Grant Manager

Grantee's Attorney

Approved as to form and legality:



DEP Attorney

Attachments:

- Attachment A Project Work Plan (2 Pages)
- Attachment B Special Audit Requirements (5 Pages)
- Attachment C Disclosure of Lobbying Activities (2 Pages)
- Attachment D Contract Provisions (4 Pages)
- Attachment E Regulations (1 Page)
- Attachment F Federal Funding Accountability and Transparency Act Form (4 Pages)

47. 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.
48. 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.
49. The Grantee agrees to comply with, and include as appropriate in subcontracts, 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.
50. The federal funds awarded under this Agreement must comply with The Federal Funding Accountability and Transparency Act (FFATA) of 2006. Prior to execution of this Project Agreement by the Department, the Grantee shall submit Attachment F, Federal Funding Accountability and Transparency Act Form which is attached hereto and incorporated herein. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.
51. 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.
52. The parties hereto acknowledge and agree that the provisions contained in paragraphs 18, 32, 33, 34, and 38 shall extend beyond the end date of this Project Agreement, as established in paragraph 1.
53. 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.

calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
43. 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, and other statutes that provide immunity to the Department or the State.
44. 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 Category Two threshold amount provided in s. 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.
45. 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.
46. 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.

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.
- 41.
- 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 the 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; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of Real Property to a public entity; award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; nor 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.
- 42.
- A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be

progress of the CAP will be provided to the DEPARTMENT as requested by the DEPARTMENT'S Grant Manager. If a satisfactory deliverable is not submitted within the timeframe specified in the approved CAP, the DEPARTMENT may, in its sole discretion, terminate this PROJECT AGREEMENT for failure of the GRANTEE to perform. The approved CAP shall be hereby incorporated into this PROJECT AGREEMENT by this reference and upon the DEPARTMENT'S approval.

- C. Failure to respond to a DEPARTMENT request for a CAP may result in termination of this PROJECT AGREEMENT.

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

- 37. 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.
- 38. 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 or enter into the conversion process outlined in Rule 62D-5.074, Fla. Admin. Code. Failure to remedy conversion to the Department's and the National Park Service's satisfaction shall result in Grantee remaining out of compliance and thereby ineligible for further grant funding pursuant to Rule 62D-5.074(4), Fla. Admin. Code.
- 39. 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.
- 40. 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

24(a) of Article I of the Florida Constitution and section 119.07(1), Florida Statutes.

- D. If no reimbursements have been paid and Grantee wishes to withdraw the Project, the parties hereto may agree to terminate this Agreement for convenience as evidenced by written notice from the Department to the Grantee. The Grantee shall counter-sign the notice and the Agreement shall terminate on the date of Grantee's counter-signature.
36. No reimbursement will be made for unsatisfactory deliverables. In the event that the DEPARTMENT'S Grant Manager deems a deliverable unsatisfactory, the GRANTEE shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT. The DEPARTMENT shall notify the GRANTEE of an unsatisfactory deliverable by written notice and the GRANTEE shall resubmit the deliverable within ten (10) calendar days. If a satisfactory deliverable is not submitted within the ten (10) calendar day period, the DEPARTMENT may, in its sole discretion, either: 1) terminate this PROJECT AGREEMENT for failure to perform, or 2) specify in writing the failure of performance under this PROJECT AGREEMENT and request that a proposed Corrective Action Plan (CAP) be submitted by the GRANTEE to the DEPARTMENT.
- A. A CAP shall be submitted within ten (10) calendar days of the date of the written request from the DEPARTMENT. The CAP shall be sent to the DEPARTMENT'S Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the Grantee, in writing, whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the DEPARTMENT'S rejection of the proposed CAP to submit a revised proposed CAP. If the DEPARTMENT rejects the revised proposed CAP, the GRANTEE shall be entitled to no further revision of the proposed CAP and the DEPARTMENT may terminate this PROJECT AGREEMENT for failure to perform.
- B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the GRANTEE of any of its obligations under this PROJECT AGREEMENT. In the event the approved CAP fails to correct or eliminate performance deficiencies by the Grantee, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this PROJECT AGREEMENT for failure to perform. No actions approved by the DEPARTMENT or steps taken by the Grantee shall serve to stop the DEPARTMENT from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the

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.

33. The Grantee agrees to operate and maintain the Project Site as stated in Rule 62D-5.074(2), F.A.C. 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.
34. The Grantee shall not, for any reason, convert all or any portion of the site for any purpose other than public Outdoor Recreation without prior approval of the USDOJ and the Department pursuant to Section 6(f)(3) of the LWCF Act, the Manual, and Rule 62D-5.074(3), F.A.C.
35.
 - A. If for any reason the Grantee should fail to perform in a timely manner the obligations under this Project Agreement, or if the Grantee should violate any of the federal, state, or local laws pertinent to the Land and Water Conservation Fund Program, the Rule, or the Manual, as referenced in paragraph 1, or any of the terms or conditions of this Project Agreement, the Department shall thereafter have the right to terminate this Project Agreement with prior notice. In the notice, the Department will set the effective date of the termination, which may be upon receipt. The Department may, in its sole discretion, provide the Grantee the opportunity to cure the violations. In the event the Department terminates this Project Agreement for these reasons, the Department is not required to compensate Grantee for any expenses incurred before or after such termination.
 - B. The Department may terminate this Project Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice. The Grantee shall not incur new obligations for the Project after the notice is received and shall cancel as many outstanding obligations as possible. The notice shall set out the procedures for proper closeout of the Project Agreement.
 - C. This Project Agreement may be unilaterally cancelled 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

- 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.
28. 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.
 29. The Grantee may subcontract work under this Project Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall, upon request, submit a copy of each executed subcontract to the Department within ten (10) calendar days of such request. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 30. 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.
 31. 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.
 32. 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 the Project Documentation Form required by paragraph 2 herein, in perpetuity as an Outdoor Recreation site for the use and benefit of the public, as stated in Rule 62D-5.074(1), F.A.C. 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

Grantee's Liaison Agent

Name: Ms. Barbara Hernandez, Parks and Rec
Director or his/her Successor
Entity: City of Doral
Address: 8401 N. W. 53rd Terrace
City, State, Zip: Doral, Florida 33166
Phone: 305 593-6600
Email: Barbara. Hernandez@cityofdoral.com

Department's Grant Manager

Name: Mary Ann Lee, or his/her Successor
Entity: Florida Department of Environmental
Protection
Address: 3900 Commonwealth Boulevard, MS585
City, State, Zip: Tallahassee, Florida 32399-3000
Phone: (850) 245-2501
Email: Mary.ann.lee@dep.state.fl.us

Any changes to the above-stated contact information must be noticed in writing to the other party within ten (10) calendar days of the change.

24. Prior to final reimbursement, the Grantee must erect a permanent informational sign on the Project Site which credits Project funding or a portion thereof, from the Land and Water Conservation Fund Program through the USDO, the National Park Service, and the Department. The sign shall include the LWCF Program logo.
25. The Department and USDO have the right to inspect the Project and any and all records related thereto at any reasonable time.
26. 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.
27. If the United States, acting through the USDO, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope

The following language may replace the language in A, B and C above if the Grantee is self-insured: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self insured.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

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 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.

23. The Department's Grant Manager, as identified below, or his/her successor 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 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 three times per year, due on January 5, May 5, and September 5, 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:

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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.

20. 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) calendar 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. Use the language in A., B., and C. below if the Grantee is not self insured.
 - A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.
 - B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage
 - C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator. (NOTE: Certificates of Insurance showing coverage of Worker's Compensation, Commercial, General Liability and Auto Limits must be submitted PRIOR to execution of Agreement)

17. Project completion means the Project is open and available for use by the public. The Project must be verified to have reached Project completion prior to release of final reimbursement.
18.
 - 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 (5) 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.
19.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment B (Special Audit Requirements), attached hereto and made a part hereof. Exhibit 1 to Attachment B summarizes the funding sources supporting the Project Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment B. 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 23, 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 B, 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/lsaa>

and A-110 (2 CFR, Part 215) at:
<http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

12. Reimbursement for travel expenses is not authorized under this Project Agreement.
13. The purchase of non-expendable equipment is not authorized under the terms of this Project Agreement.
14. Allowable indirect costs, as defined in the Procedure, shall not exceed 15% of the Grantee's eligible salaries/wages.
15. Contractual (Subcontractors) - Payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. When requested, Grantee shall submit such documentation within thirty (30) calendar days of receipt of the Department's request. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees other than title work, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment. All subcontracts are subject to the provisions of paragraphs 11, 28 and 29 and any other appropriate provisions of this Agreement which affect subcontracting activities.
16. 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.

period. The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL). (CALL 850-245-2658) (1 Copy)

6. Certification of Manual Possession (Form FPS-A059)
8. 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 Rule 62D-5.073(7)(e)(1), F.A.C.
9. The Grantee shall complete all Project construction as identified in Attachment A, by the completion date established in paragraph 1, above.
10. The Grantee shall submit a request for payment upon submittal of all documentation required in Attachment A. Within sixty (60) calendar 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 Rule 62D-5.073(7)(e)2, F.A.C., the Department will approve the request for payment. A final payment request must be submitted to the Department no later than thirty (30) calendar days from the Final Completion Date, to assure the availability of funds for payment. Payment requests submitted shall document all matching funds and/or Match efforts (i.e. In-Kind services) provided during the period covered by the request. The final payment will not be processed until the Match requirement has been met.
11. In addition to the documentation requirements contained in paragraph 10 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

Conservation Fund Program Required Project Commencement Documentation Form, DEP Form FPS-A050, referenced in Rule 62D-5.073(7)(e), F.A.C. Upon determining that the documentation complies with the Rule, the Department will give written notice to Grantee to commence the Development.

- B. Upon execution of this Project Agreement, the Grantee acknowledges the prior receipt of the LWCF Grants-in-Aid Manual, the Division of Recreation and Parks' Financial Reporting Procedures, and the required Project commencement documents listed below that must be completed by the Grantee, if applicable, and returned to the Department within sixty (60) calendar days following the execution date of this Project Agreement. This date may be extended upon written approval from the Department Grant Manager, who is authorized to sign such approval letters.
- C. Required Project Commencement Documentation for Development Agreements:
1. A professional site plan (detail specifications not required). A graphic document of the proposed Development that shows the location of all existing and proposed buildings, Facilities, etc. that is signed and dated by the Project liaison. If part of a larger simultaneous Development or part of a phased Project, please color code the current Project Elements and/or any phases/existing elements. (3 copies)
 2. Commencement Certification (Form FPS-A035)
 3. A boundary survey of the Project Site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. The boundary survey submitted must not be larger than 11in. x 17in. (3 copies)
 4. The results of a title search or opinion prepared by a member of the Florida Bar or Licensed title insurer of the Project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the Grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance. A warranty deed will not suffice.
 5. If Land Value will be used as a Match, send either a copy of the taxed assessed value or a complete appraisal supporting fair market value of land utilized as Project matching funds. Appraisal must be no earlier than one year prior to the closing date of the submission

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

5. 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 Work Plan. 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	\$ 400,000.00	
Type of Match	<u>Cash and/or In-Kind Services</u>	

6. Project funds may be reimbursed for eligible Preagreement Expenses (as defined in Rule 62D-5.069(31), F.A.C.) incurred by the Grantee prior to execution of this Project Agreement as set forth in Rule 62D-5.073(2), F.A.C. 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 Expenses Approved:

Description of Work Performed	Amount Approved
Preapproved Elements: N/A	Preapproved Amount: \$0
Total Preagreement Expenses Approved:	Preapproved Amount: \$0

7. A. Prior to commencement of Project Development, the Grantee shall submit to the Department the documentation required by the Land and Water

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 Program 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. This Project Agreement shall be read in conjunction with the Rule. Unless defined herein, capitalized terms used in this Project Agreement shall have the same meaning as those set forth in the Rule.

2. The Department has found that public Outdoor Recreation is the primary purpose of the Project known as **Doral North Park** (Land and Water Conservation Fund, LWCF Project Number **12-00613**), 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 Work Plan, which includes the Project Elements (description of Project, detailed budget, and deliverables) identified in the Project Application, is incorporated into this Project Agreement as Attachment A, Project Work Plan.
3. The Grantee shall construct, or cause to be constructed, specified public Outdoor Recreation Facilities and improvements consisting of the following Project Elements: **Picnic facilities, basketball court, fishing pier, hiking trail, landscaping, parking and other related support facilities**, as identified in the Grantee's approved Project Application and Attachment A. These Project Elements may be modified by the Department if the Grantee shows good cause and the Department approves the modification. Any revisions to the Project Elements as set forth in the approved Project Work Plan 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.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
FY 2013 - 2014
PROJECT AGREEMENT - DEVELOPMENT

This Project Agreement is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter called the "Department"), and the City of Doral, whose address is 8401 N. W. 53rd Terrace, Doral, Florida, 33166 (hereinafter called the "Grantee"), a local government, in furtherance of the Doral North Park 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 785, 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 _____ (hereinafter referred to as the Project Completion Date). Within thirty (30) calendar days from this project completion 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 (F.A.C.), 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 LWCF Act or the Program); and with general provisions for such agreements prescribed by the United States Department of the Interior (hereinafter called the USDOI) 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