



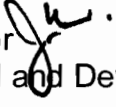
**Interoffice Memorandum**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2015 KH/VP

**AGENDA ITEM**

March 16, 2005

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director   
Community, Environmental and Development  
Services Department

**CONTACT PERSON: Matt Suedmeyer, Manager  
Parks and Recreation Division  
(407) 836-6202**

SUBJECT: April 7, 2015 – Consent Item  
Christmas Regional Park and Sports Complex  
Legislative Line Item (LLI) Grant – Project Agreement

Orange County has been awarded a \$250,000 Florida Legislative Line Item (LLI) Grant for Christmas Regional Park and Sports Complex (a.k.a. East Orange Regional Park) to construct a restroom/concession building to serve 3 multi-purpose fields and associated facilities. The overall project is budgeted for \$1.3 million in FY 2015/16. This location is one of the 6 parks identified by the Board of County Commissioners (BCC) to fill this need.

This is a reimbursement grant. There is no requirement for matching funds; however, the County will have to pay any cost overruns. In order to receive the Grant funds, the County has to execute a Resolution and Project Agreement. The Resolution was approved by the BCC on September 23, 2014. The attached Project Agreement outlines the rules by which the grant project will be administered.

The Project Agreement has been reviewed and approved as to form by the

Page Two  
April 7, 2015 – Consent Item  
Christmas Regional Park and Sports Complex Legislative Line Item (LLI) Grant  
Project Agreement

County Attorney's Office, Risk Management, Purchasing and Contracts, OMB,  
and Finance.

**ACTION REQUESTED: Approval of DEP Agreement No. LL1403 CSFA  
Number: 37.017, CSFA Title: Special Recreation  
Assistance Projects, Florida Department of  
Environmental Protection, Project Agreement –  
Development, Pursuant to Line Item 1715A of the  
2014 – 2015 General Appropriations Act, by and  
between the State of Florida Department of  
Environmental Protection and Orange County in the  
amount of \$250,000 for use by the County for  
Christmas Regional Park and Sports Complex.  
District 5**

JVW/MS:bt

Attachment




OFFICE OF COMPTROLLER

ORANGE  
COUNTY  
FLORIDA

Martha O. Haynie, CPA  
County Comptroller as  
Clerk of the Board of County Commissioners  
201 South Rosalind Avenue  
Post Office Box 38  
Orlando, FL 32802  
Telephone: (407) 836-7300  
Fax: (407) 836-5359

DATE: April 8, 2015

TO: Matt Suedmeyer, Manager  
Parks and Recreation Division, BCC

FROM: Katie Smith, Deputy Clerk  
Comptroller Clerk of BCC 

SUBJECT: Request for Execution of Document, Community, Environmental and  
Development Services Department Consent Item 4, April 7, 2015

Enclosed is the DEP Agreement No. LL1403 CSFA Number .37.017 CSFA Title:  
Special Recreation Assistance Projects Florida Department of Environmental  
Protection Project Agreement (1 original) which was approved by the Board of County  
Commissioners (BCC) at its regular meeting held on April 7, 2015.

Please forward the documents to all required parties for signature.

**Email copies of the fully-executed documents to [ClerkofBCC@occompt.com](mailto:ClerkofBCC@occompt.com)  
and copy [ruby.muniz@ocfl.net](mailto:ruby.muniz@ocfl.net). Note: [ClerkofBCC@occompt.com](mailto:ClerkofBCC@occompt.com) is used only for  
County staff submission of pending documents.**

Please include in cover memo or subject line identification of the documents by name,  
agenda item number, and date of BCC approval. Emailed copies must be in full-size  
PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed documents before May 7, 2015,  
notify Katie Smith by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

ks:np

Enclosure (1)

dl: Jon V. Weiss, Director, Community Environmental and Development Services Department  
[email]

Chris Testerman, Deputy County Administrator, BCC [email]

Elaine Parker, Executive Assistant, Community, Environmental and Development Services  
Department, BCC [email]

Ruby Muniz, Executive Assistant, County Administrator's Office, BCC [email]

Pending File

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2015 *KHNP*

DEP Agreement No. LL1403  
CSFA Number: 37.017  
CSFA Title: Special Recreation Assistance  
Projects

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROJECT AGREEMENT - DEVELOPMENT  
PURSUANT TO LINE ITEM 1715A OF THE  
2014 – 2015 GENERAL APPROPRIATIONS ACT

This PROJECT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and **ORANGE COUNTY**, hereinafter called the GRANTEE,

1. The 2014 Florida Legislature appropriated \$250,000 from the Land Acquisition Trust Fund to the DEPARTMENT for use by the GRANTEE for **Christmas Regional Park and Sports Complex**, hereinafter called the PROJECT and identified as **Project Number LL1403**.
2. All forms referenced in this PROJECT AGREEMENT may be found at [www.dep.state.fl.us/parks/oirs](http://www.dep.state.fl.us/parks/oirs). Further, the GRANTEE will also receive all applicable forms for administration of the PROJECT with GRANTEE'S copy of the fully executed PROJECT AGREEMENT.
3. The GRANTEE shall construct, or cause to be constructed, certain public facilities and improvements consisting of the following **PROJECT ELEMENTS: Construction of a restroom/concession building**, as identified in the GRANTEE'S PROJECT **Work Plan, Attachment 1**, attached hereto and made a part hereof. These PROJECT ELEMENTS may be modified by the DEPARTMENT if the GRANTEE shows good cause and the DEPARTMENT approves the modification by executing an amendment to this PROJECT AGREEMENT.
4. The DEPARTMENT shall pay, on a cost-reimbursement basis, to the GRANTEE, funds not to exceed \$250,000.00. The parties hereto understand and agree that this PROJECT AGREEMENT does not require a match on the part of the GRANTEE.
5. The GRANTEE shall submit invoices upon the completion of each PROJECT ELEMENT in Attachment 1 and submission of the PROJECT ELEMENT deliverable for up to the amounts specified therein. Each of the PROJECT

reimbursement requests shall include all documentation required herein by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT'S Grant Manager shall review the required completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the DEPARTMENT the reimbursement request will be approved for payment.

6. In addition to the invoicing requirements contained in the paragraph above, the DEPARTMENT will periodically request proof of a transaction (such as invoice or payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines). When requested, this information must be provided within thirty (30) calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). 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>, which GRANTEE shall follow.
7. The GRANTEE agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, hereinafter called the PROCEDURE, incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. A copy of this PROCEDURE has been provided with this PROJECT AGREEMENT and may also be found at <http://www.dep.state.fl.us/parks/oirs>. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's procurement procedures. Expenses representing the PROJECT costs shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for funds disbursed for 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.
8. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE'S eligible wages and salaries.
9. It is understood by the GRANTEE that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
10. The State of Florida's performance and obligation to pay under this PROJECT AGREEMENT is contingent upon an annual appropriation by the Legislature. The GRANTEE understands that this PROJECT AGREEMENT is not a commitment of future appropriations.

11. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.

12. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT, with the exception of those expenditures agreed to by both parties and identified herein.

Description of Work Performed: N/A

Amount Approved: N/A

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13. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to commencement of the PROJECT.

14. 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), at which time all payment requests and completion documentation shall be submitted to the DEPARTMENT. All payment requests and completion documents shall be due to the DEPARTMENT within thirty (30) days of the PROJECT completion date.

15. PROJECT completion means the PROJECT is open and available for use by the public. The DEPARTMENT must designate the PROJECT complete prior to release of the final reimbursement.

16. 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, including the PROCEDURE. 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 or resolution of any dispute arising under this PROJECT AGREEMENT. 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.

17. A. In addition to the requirements of the preceding paragraph, the GRANTEE shall comply with the applicable provisions contained in **Attachment 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment 2** summarizes the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of **Attachment 2**. 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 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 2, 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.

18. 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 the final reimbursement due the DEPARTMENT.
19. 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.
20. 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 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 Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.

21. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of the obligations of the GRANTEE herein required.
22. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.
23. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT'S Grant Manager 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 Grant Manager or successor, identified in paragraph 24, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE shall submit to the DEPARTMENT signed PROJECT status reports every January 5<sup>th</sup>, May 5<sup>th</sup>, and September 5<sup>th</sup> of each year 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.
24. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent in writing by regular U. S. Mail or electronic mail to the parties at the following addresses:

<u>GRANTEE'S Grant Manager</u>	<u>DEPARTMENT'S Grant Manager</u>
<b>Name:</b> Bill Thomas <b>Title:</b> Planner III <b>Address:</b> 4801 W. Colonial Drive Orlando, Florida 32808 <b>Email:</b> Bill.Thomas@ocfl.net	Angie Bright Community Assistance Consultant Land and Recreation Grants 3900 Commonwealth Blvd., MS 585 Tallahassee, Florida 32399-3000 Angie.Bright@dep.state.fl.us

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

25. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection.
26. The DEPARTMENT has the right to inspect the PROJECT and all records related thereto at any reasonable time.



27. 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, Florida Statutes.
28. A. The DEPARTMENT may terminate this PROJECT AGREEMENT at any time in the event of the failure of the GRANTEE to fulfill any of its obligations under this PROJECT AGREEMENT. Prior to termination, the DEPARTMENT shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the GRANTEE an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
- 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 of the agreed termination and shall cancel as many outstanding obligations as possible. The parties hereto may agree to terminate this PROJECT AGREEMENT for convenience as evidenced by written notice from the DEPARTMENT to the GRANTEE. The notice shall set out the procedures for proper closeout of the PROJECT AGREEMENT.
- C. This PROJECT AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) calendar days written notice if funding for this PROJECT AGREEMENT is specifically eliminated pursuant to:
- i. A deficit reduction plan implemented by the Governor or the Chief Justice or by an act of the Legislature after certification pursuant to Section 216.221, Florida Statutes, that a deficit will occur in the General Revenue Fund; or
  - ii. A deficit reduction plan implemented by the Governor or the Chief Justice to Section 216.221(10), Florida Statutes, or by an act of the Legislature, after a determination by the Chief Financial Officer that a deficit will occur with respect to the appropriations from a specific trust fund in the current fiscal year.
29. No reimbursement will be made for deliverables deemed unsatisfactory by the DEPARTMENT. 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 estop the DEPARTMENT from subsequently asserting any deficiencies in performance. The GRANTEE shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be 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.

- 30. Prior to termination, the DEPARTMENT shall have the right to a refund, either in whole or in part, of the funds provided to the GRANTEE for noncompliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such

written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required and continues to accrue until the date the refund and interest are paid to the DEPARTMENT.

31. The GRANTEE shall comply with all applicable federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes, but is not limited to, compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
32.
  - A. The GRANTEE may subcontract work under this PROJECT AGREEMENT without the prior written consent of the DEPARTMENT'S Grant Manager.
  - B. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract. Regardless of any subcontract, the GRANTEE is ultimately responsible for all work to be performed under this PROJECT AGREEMENT. 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.
  - C. Payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the GRANTEE. 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 calendar (30) 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. For fixed price (vendor) subcontracts, the following provisions shall apply:
    - i. The GRANTEE may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment 1. Invoices submitted to the DEPARTMENT

for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

- ii. The GRANTEE may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the GRANTEE shall request the advance written approval from the DEPARTMENT'S Grant Manager of the fixed price negotiated by the GRANTEE. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Grant Manager's approval of the fixed price amount, the GRANTEE may proceed in finalizing the fixed price subcontract.
33. Land owned by the GRANTEE that this PROJECT is being built on under this PROJECT AGREEMENT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
34. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
35. A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list that may be found at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/discriminatory\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list). Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
36. 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 PROJECT AGREEMENT 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 based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from 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 PROJECT AGREEMENT and reimbursed by the DEPARTMENT, from another source(s), the GRANTEE shall reimburse the DEPARTMENT for all recovered funds originally provided under this PROJECT 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.
  - D. The GRANTEE shall include this provision in all subcontracts it enters into for the performance of work under this PROJECT AGREEMENT.
37. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
38. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.

39. 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.
40. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
41. 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.
42. 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, in the form of an Amendment duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.
43. This PROJECT AGREEMENT is a legally-binding obligation and must be duly executed by an authorized representative of Grantee. Grantee's signatory below warrants that he/she is acting under the authority of Grantee to make and enter into this PROJECT AGREEMENT in the name of and on behalf of the Grantee. Upon the DEPARTMENT'S request, Grantee's signatory shall produce the resolution or delegation of authority evidencing such signatory's authorization to execute and deliver this PROJECT AGREEMENT on Grantee's behalf. The DEPARTMENT is entitled to rely on such resolution or delegation of authority until Grantee delivers written notice of the contrary to the DEPARTMENT.

*If Grantee's signatory is someone other than the chairperson of the governing body of the Grantee, Grantee must provide a resolution or other document evidencing the delegation of authority by the governing body to such signatory to execute and deliver this PROJECT AGREEMENT on Grantee's behalf.*

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The parties hereto have caused this PROJECT AGREEMENT to be duly executed on the day and year written above.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Director of Office of Operations  
(or Designee)  
Land and Recreation Grants

\_\_\_\_\_  
Date

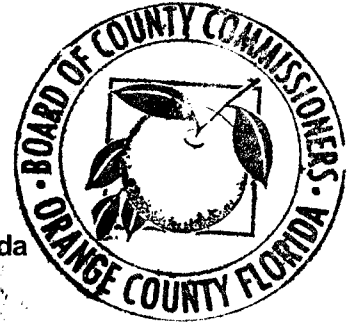
Address:  
Office of Operations  
Land and Recreation Grants  
3900 Commonwealth Boulevard  
Mail Station 585  
Tallahassee, Florida 32399-3000

\_\_\_\_\_  
DEP Grant Manager

Approved as to form and legality:

\_\_\_\_\_

DEP Attorney



GRANTEE:  
Orange County, Florida

By: Ajit Lalchandani

Printed Name: Ajit Lalchandani

Title: County Administrator

4.7.15  
Date

Address:  
4801 W. Colonial Drive  
Orlando, Florida 32808

Approved as to form and legality:

\_\_\_\_\_  
Grantee Attorney

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>1</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>2</u>	<u>Special Audit Requirements (5 Pages)</u>

**ATTACHMENT 1  
Legislative Line Item Project (LLI)  
DEVELOPMENT  
PROJECT WORK PLAN**

**Project Name: CHRISTMAS REGIONAL PARK and SPORTS COMPLEX**

**Grantee Name: ORANGE COUNTY**

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Commencement Documentation required prior to Reimbursement Request

**Project Tasks, Deliverables and Required Documentation**

TASK #1: Development of: <b>Orange County's Christmas Regional Park and Sports Complex</b>	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
Task Description: (list each project element)  <b>Construction of restroom/concession building</b>  *All work will be completed in accordance with the approved plans.	\$250,000.00	Not Applicable No Match Required	<ul style="list-style-type: none"> <li>• Project Completion Certification</li> <li>• Final as-built site plan</li> <li>• Color Photographs of Project</li> <li>• Copy Invoices for work/elements completed</li> </ul>
<b>TOTALS:</b>	<b>\$250,000.00</b>	<b>\$0.00</b>	<b>Completion Date: April 30, 2017</b>

**Performance Standard:** Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP): approved plans and application approved for funding.



**INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:**

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

**DELIVERABLE/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 2

### 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 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>.

## **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:

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:

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

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	State Park Trust Fund, Line Item 1715A	2014-2015	37.017	Special Recreation Assistance Projects	\$250,000.00	

<b>Total Award</b>					<b>\$250,000.00</b>	
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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.