

T14017  
(RTP Project Number)

T1417  
(DEP Project Agreement #)  
CFDA # 20.219

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RECREATIONAL TRAILS PROGRAM  
FISCAL YEAR 2014 - 2015  
PROJECT AGREEMENT

This project agreement ("Project Agreement") is entered into between the State of Florida Department of Environmental Protection, whose address is 3900 Commonwealth Boulevard, Mail Station 585, Tallahassee, Florida, 32399 (hereinafter referred to as the "Department"), and the City of Fort Lauderdale, whose address is 1350 West Broward Boulevard, Fort Lauderdale, Florida 33312 (hereinafter referred to as the "Grantee" or "Recipient"), in furtherance of a recreational trail project, Snyder Park Bike Trail to be described herein. The execution date of this Project Agreement is \_\_\_\_\_.

WHEREAS, the Department receives funds for the purpose of passing through the agency as grants to other entities in accordance with Chapter 260.016(1)(g), Florida Statutes; and,

WHEREAS, the Department receives funds for such grants from the Federal Highway Administration; and,

WHEREAS, the Grantee has proposed and the Department has approved a recreational trail project.

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

1. This Project Agreement shall be effective upon execution of this Project Agreement and end on \_\_\_\_\_, which shall be no later than two (2) years from the effective date of this Agreement, inclusive.
2. The Department has found that single-use recreational trail is the primary purpose of the project known as Snyder Park Bike Trail, RTP Project Number T14017, (hereinafter referred to as "Project"), and enters into this Project Agreement with the Grantee for construction of recreational trail facilities and improvements on real property controlled by the Grantee through ownership or other interest. The legal description and approved method of site control of said real property are set forth in full in the Project application.
3. **Attachment A, Grant Work Plan**, attached hereto and made a part hereof, includes a description of the Project, detailed budget, and deliverables. Any revisions to Attachment A 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.

4. The Grantee shall construct, or cause the construction of, specified recreational trail facilities and improvements, (hereinafter referred to as "Project Elements"), upon the real property identified in the approved Project application and Attachment A, Grant Work Plan. The following shall be considered the Project Elements, which may be modified by the Department upon a showing of good cause, and that the spirit and intent of the Project is maintained: design and construction of approximately 1,800 linear feet of six-foot wide, compacted rock bicycle trail with related support facilities and signage. Any revisions to the Project Elements 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.
5. The Project Elements identified in Paragraph 4 above shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the approved Project application and Attachment A. Project Elements shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Elements shall be in accord with current and established engineering and architectural practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreation and natural values of the area. Any and all utility lines installed within the Project shall be placed underground. The Grantee shall have the Project Site plan (site engineering and architectural) prepared by an architect or engineer licensed by the State of Florida.
6. The Project Agreement shall be performed pursuant to Chapter 62S-2, F.A.C.; the National Recreational Trails Fund Act of 1991, 23 U.S.C. 206, as amended (hereinafter referred to as "Program"); and in accordance with general provisions for such agreements prescribed by the United States Department of Transportation, Federal Highway Administration (hereinafter referred to as "FHWA") in the FHWA Interim Guidance (hereinafter referred to as "Guidance") and the State of Florida Department of Transportation's Project Development & Environment Manual, (hereinafter referred to as the "FDOT PD&E Manual"). The Grantee shall comply with all applicable state and federal laws and regulations, including the National Environmental Policy Act, the implementing regulations contained in the Code of Federal Regulations, specifically 23 CFR Part 771, and the Federal-Aid Policy Guide referred to in the Guidance. No construction performed under this Project Agreement shall be contrary to the requirements of the Acts of Congress or of the regulations of the FHWA. In the event a dispute arises between the parties concerning the intent of any language contained in this Project Agreement, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the above referenced Acts of Congress and the general provisions governing this Project Agreement.

7. The Grantee agrees to become familiar with and comply with all provisions of Chapter 62S-2, F.A.C. and the Guidance which are utilized to comply with many of the aforementioned rules and regulations. Chapter 62S-2, F.A.C. and the Guidance are incorporated into this Project Agreement by reference as if fully set forth herein.
8. Prior to commencement of the Project, the Grantee shall submit for Department approval the documentation described in the FDOT PD&E Manual, as provided in the PD&E Data Survey. The Project may not commence until completion of the Project Development & Environment Process, an environmental determination is made by FHWA, the determination is accepted by the Department and approved by FHWA, and the Department notifies the Grantee in writing that construction of the Project may commence by issuance of a Notice to Proceed. The Grantee shall commence construction within ninety (90) days after the Notice to Proceed is issued by the Department, unless the Grantee requests an extension in writing for good cause such as natural disaster, which the Department may accept or reject in its sole discretion.
9. The Grantee acknowledges prior receipt of the following documents. It is understood that subparagraphs B, C, and D include documents that must be filled out by the Grantee and returned to the Department.
  - A. Federal award letter approving project application as submitted by the Department.
  - B. Project Development and Environment (PD&E) Materials – includes PD&E Data Sheet, Form OGT-15 and federal documents (survey, boundary map, Federal Form 424, Drug-Free Workplace Certification, Civil Rights Assurance of Compliance, Certification Regarding Lobbying, Debarment and Suspension Form, federal Congressional District of Applicant and Project Site, FHWA Guidance, PD&E Data Survey.
  - C. Commencement Packet – includes Boundary Map with legal description, Site Plan (signed and sealed), List of Facilities to be Constructed (signed and dated), Pre-Construction Certification, Form OGT-12 (signed and dated), Grant Project PD&E Data Sheet, Form OGT-15 (with back-up documentation).
  - D. Program Completion Packet – includes Project Completion Certification, Form OGT-14, As-Built Site Plan (1 copy), List of Constructed Facilities and Improvements, Color Photographs or Slides of the Project and Identification Sign, Certification of Filing of Notice of Limitation of Use, Final Payment Request, Certification of FHWA Guidance.
  - E. Recreational Trails Program Project Status Report (to be completed quarterly).

F. Grant Accountability Procedures.

10. The Grantee agrees to comply with, and include as appropriate in subcontracts, the provisions contained in Attachment C, Contract Provisions, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in Attachment D, Regulations, attached hereto and made a part hereof, shall apply to this Project Agreement.
11. Asphalt paving for the Project shall conform to the State of 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.
12. The Grantee shall submit a Recreational Trails Program Project Status Report on a quarterly basis. The Grantee shall utilize this form to describe the percentage of work performed during the reporting period, submit photographs showing the accomplished work, identify problems encountered, describe problem resolution, any necessary schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than five (5) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee. Quarterly status reports received by the Department after the fifth calendar day following the completion of any quarterly reporting period will be considered late-filed and render the Grantee in default under the terms of this Project Agreement. Failure to comply with these reporting requirements will result in non-payment or termination of this Project Agreement.
13. The Department and FHWA shall have the right, through their agents, servants, and employees designated for that purpose, to inspect the site of the Project and the Project Elements thereon at any reasonable time.
14. A. The Grantee may subcontract work under this Project Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. 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.

- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Project Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the State of Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
  - C. The Grantee agrees to comply with the procurement requirements contained in 23 C.F.R. 172.5 for its selection of subcontractors.
15. Competitive open bidding and purchasing for construction of said Project facilities or improvements shall comply with all applicable laws. Following completion of Project construction, the Grantee's Grant Manager shall provide the Department with a statement that all purchases or contracts for construction were competitively bid pursuant to applicable laws.
  16. By acceptance of the provisions of this Project Agreement, the Grantee agrees to dedicate the Project Site and all land within the Project boundaries, identified in Paragraph 4 above, to the public as a recreational trail in accordance with section 62S-2.076, F.A.C. The parties further agree that the 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.
  17. The Grantee agrees to operate and maintain the Project Site, as defined in subsection 62S-2.070(37), F.A.C., in accordance with Rule 62S-2.076, F.A.C. The Project Site and Project Elements shall be open to the general public for recreational trail 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 the Project Elements 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, as defined in subsection 62S-2.070(37), F.A.C., if said development is not described in Paragraph 9 herein. The obligations in this paragraph shall survive the expiration of this Project Agreement.
  18. The Grantee shall not, for any reason, convert all or any portion of the Project boundary area for any purpose other than a recreational trail without prior approval of the Department and FHWA pursuant to the Chapter 62S-2, F.A.C.
  19. The Grantee shall complete all Project construction no later than two (2) years from the effective date of this Project Agreement.

20. Within forty-five (45) calendar days of completion of the Project and prior to release of the final payment, the Grantee shall submit for Department staff approval the documentation described in Chapter 62S-2, F.A.C., and included in the Program Completion Packet received by the Grantee.
21. A. As consideration for the services rendered by the Grantee under the terms of this Project Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed **\$200,000** toward the total Project cost described in the approved Project application and Attachment A. Program fund limits are based upon the following:

Total Grantee Amount	\$ <u>200,000</u>	(paid by the Department)
Grantee Match Amount	\$ <u>50,000</u>	(paid by the Grantee)
Total Project Cost	\$ <u>250,000</u>	
Type of Match	<u>Cash and/or In-Kind Services</u>	

It is understood that if the total Project cost exceeds the amounts shown above, it is the Grantee's responsibility to provide the funds necessary to complete the project.

- B. Travel expenses will not be reimbursed under the terms and conditions of this Project Agreement.
- C. The Grantee may submit payment requests upon completion of Project deliverables as identified in Attachment A. Program funds shall be released by the Department, upon submittal of a payment request from the Grantee's duly authorized Grant Manager and upon compliance with this Project Agreement, as set forth herein. The Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to this Project Agreement pursuant to state and federal guidelines, as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. 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 State of Florida 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 C.F.R., Part 225), A-122 (2 C.F.R., Part 230), A-21 (2 C.F.R., Part 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 C.F.R., Part 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

- D. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. This information, when requested, shall be provided by Grantee to the Department within thirty (30) calendar days of such 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, attorney fees, 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:
- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. 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.
  - b. 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.
  - c. All subcontracts are subject to the provisions of paragraph 22 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. The Grantee must provide from its accounting system, a list of expenditures charged against this Project Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid and vendor name. Allowable

costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The Grantee must also adhere to the State of Florida Department of Environmental Protection, Office of Greenways and Trails' Grant Accountability Procedures and Guidance ("Accountability Procedures") (reviewed and approved by the Federal Highway Administration), which are incorporated by reference, and were included in the commencement documentation. For purposes of this Project Agreement, the following federal cost principles are incorporated by reference. Below is a list of the required applicable cost principles:

<b>Organization Type</b>	<b>Applicable Cost Principles</b>
State, local or Indian tribal government.	OMB Circular A-87 (2 C.F.R., Part 225)
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 C.F.R., Part 230)
Education Institutions	OMB Circular A-21 (2 C.F.R., Part 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

- F. The Department's Grant Manager shall, within sixty (60) calendar days after receipt of a complete payment request, review the submitted documentation and Project work accomplished to date, and, if complete pursuant to requirements of this Project Agreement, approve the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT'S review period will reset when such information is received as requested by the DEPARTMENT
- G. The Department shall reimburse the Grantee up to ninety percent (90%) of the total amount of funding under this Project Agreement. Final payment of the remaining ten (10) percent will be retained until the Project has been completed and approved by the Department. Upon completion of the Project and prior to release of the final payment, the Grantee shall submit all



documentation described in the Recreational Trails Program Project Completion Documentation Form OGT-13, included in the Program Completion Packet received by the Grantee. A final payment request must be submitted to the Department no later than sixty (60) days from the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

22. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
23. The Department and the Grantee fully understand and agree that there shall be no reimbursement of funds by the Department for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of \$37,500 for planning, permitting, or design performed on or after August 27, 2014.
24. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.
25. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending RTP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
26. No reimbursement will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeline, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department's Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
  - 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 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.

27. The Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee for noncompliance with the terms of this Project Agreement.
28. If the United States acting within the scope of its lawful authority, through the FHWA, the Secretary of the FHWA, or any other branch of the government of the United States, 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 refund and will forthwith repay directly to the Department the amount of money demanded.
29. The State of Florida's performance and obligation to pay under this Project Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

30. Expenses, representing the Grant amount and the required match, shall be reported to the Department and summarized on certification forms referenced in Chapter 62S-2, F.A.C. 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 FHWA, 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.
31. 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.
32. 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.
33.
  - 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 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 30 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 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/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.

34. Following receipt of an audit report identifying any refund due to the Department for noncompliance by the Grantee with the Project Agreement, the Grantee will be allowed sixty (60) calendar days to submit additional pertinent documentation to offset any 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 total refund due to the Department.
35.
  - A. The Grantee’s accounting systems must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. The Grantee is 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 the 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.

36. The federal funds awarded under this Project Agreement must comply with The Federal Funding Accountability and Transparency Act (FFATA) of 2006. 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](http://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 Project Agreement, for the Department to comply with this requirement.
37. All notices related to this Project Agreement will be satisfied by sending notice by certified U.S. mail to the following addresses of the parties:
- Department's Grant Manager:  
Robin Birdsong, Community Assistance Consultant  
Office of Operations  
State of Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, M.S. 585  
Tallahassee, Florida 32399-3000
- Grantee's Grant Manager:  
Gina Rivera, Grants & Special Project Coordinator  
City of Fort Lauderdale  
1350 West Broward Boulevard  
Fort Lauderdale, Florida 33312
38. Robin Birdsong, Community Assistance Consultant, or her successor, is hereby designated as the Department's Grant Manager for the purpose of this Project Agreement. The Department's Grant Manager shall be responsible for ensuring performance of the terms and conditions of this Project Agreement and shall approve all reimbursement requests prior to payment. The Grantee's Grant Manager, Gina Rivera, or her successor, shall act on behalf of the Grantee relative to provisions of this Project Agreement. The parties will notify each other in writing, using the manner set forth in this Project Agreement for providing notices related to this Project Agreement, of any change to the designated grant manager within thirty (30) calendar days of the change.
39. This Project Agreement may be terminated prior to the expiration date, as stated in paragraph 1 of this Project Agreement, as follows:
- 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 Recreational Trails Program, the Guidance or the Manual, as referenced in paragraph 2, 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 an opportunity to cure the violations. In the event the Department terminates this Project Agreement for these reasons, the Department is not required to compensate the 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 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 Florida Constitution and Section 119.07(1), Florida Statutes.
  - D. The Department shall terminate this Project Agreement if the commencement documentation is not received and approved by the Department within twelve (12) months of this Project Agreement's execution. This time period may be extended by the Department for good cause, such as natural disaster.
40. A. No person, on the grounds of race, creed, color, national origin, age, sex, 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 State of Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.

41. By acceptance of the Program grant, the Grantee agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964; the Architectural Barriers Act of 1968; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Drug-Free Workplace Act of 1988; the Americans With Disabilities Act of 1990; 31 U.S.C. 1352, regarding limitations on use of appropriated funds to lobby or otherwise influence federal contracting and financial transactions; Executive Order 12549, regarding federal debarment and suspension of contractors; Section 8136 of the Department of Defense Appropriations Act, which requires inclusion of the federal funding amount and the percentage of the total project that amount represents in all public notices and documents describing the Project; and, Section 623 of the Treasury, Postal Service and General Government Appropriations Act of 1990, regarding public notice of federal funding in solicitations for goods and services for projects with an aggregate value of \$500,000.00 or more.
42. Execution of this Project Agreement does not relieve the Grantee of the responsibility to comply with all applicable federal, state, county, or municipal laws, ordinances or rules; nor is the Grantee relieved of the responsibility to obtain any permits, management agreements, leases or other authorization required by the Department or any federal, state, county or municipal agency for acquisition or development of the Project Site.
43. 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 similarly to provide Workers' Compensation Insurance for all of the latter'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 his employees not otherwise protected.
44. It is the intention of the parties hereto that none of the provisions of Section 163.01, Florida Statutes, shall apply to this Project Agreement.
45. 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.
46. 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.

47. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
48. The Grantee agrees to adhere to all state and federal special terms and conditions incorporated by reference as part of this Project Agreement as if fully set forth herein.
49. The Grantee certifies that no federal appropriated funds have been paid or will be paid, on or after December 22, 1989, 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 Standard Form-LLL, "Disclosure of Lobbying Activities" (provided in Federal Documents Packet), 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. **[49 CFR 20]**.
50. In accordance with Executive Order 12549, Debarment and Suspension (**49 CFR 29**), the Grantee, by execution of this Project Agreement, 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 Federal Highway Administration 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.
51. 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.
52. 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.
53. 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. Nothing herein shall be construed as consent to be sued by third parties in any manner arising out of this Project Agreement or related to the Project.

54. 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 signed by each of the parties hereto, and attached to the original of this Project Agreement, unless otherwise provided herein.
55. 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.

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The parties hereto have caused these presents to be duly executed the day and year last written below.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

CITY OF FORT LAUDERDALE  
FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Director (Designee)

Printed Name: \_\_\_\_\_

Office of Operations

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

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

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

Address:  
1350 West Broward Boulevard  
Fort Lauderdale, Florida 33312

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

Approved as to form and legality:

\_\_\_\_\_  
DEP Attorney

\_\_\_\_\_  
GRANTEE'S ATTORNEY (if required)

\*For agreements with governmental boards/commissions: If someone other than the Chairman signs this agreement, a resolution, statement, or other document authorizing that person to sign on behalf of the Grantee must accompany this agreement.

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

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Provisions (3 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Regulations (1 Page)</u>