

12-00601  
(LWCF Project Number)

LW601  
DEP Contract Number  
CFDA Number: 15.916

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
LAND AND WATER CONSERVATION FUND PROGRAM  
FY 2012 - 2013  
PROJECT AGREEMENT - ACQUISITION

This Project Agreement is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter called the "Department"), and the City of Fort Lauderdale, whose address is 1350 West Broward Boulevard, Fort Lauderdale, FL, 33312 (hereinafter called the "Grantee"), a local government, in furtherance of the Rivermont project, an approved Outdoor Recreation project.

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

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

WHEREAS, the Grantee has submitted Project Application number 779, which has been approved by the Department.

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

1. This Project Agreement shall be effective upon execution of this Project Agreement and end no later than one year from the date of execution, inclusive. The Project Agreement shall be performed in accordance with Chapter 62D-5, Part VII, Florida Administrative Code (F.A.C.), effective July 15, 2001 (hereinafter called the Rule), the Land and Water Conservation Fund (LWCF) Act of 1965, Public Law 88-578, 78 Stat 897, as amended, (hereinafter called the LWCF Act or the Program), and in accordance with general provisions for such agreements prescribed by the United States Department of the Interior (hereinafter called the USDO) in the LWCF Grants-in-Aid Manual, (hereinafter called the Manual). The Manual refers to the Code of Federal Regulations (CFRs) applicable to this Project Agreement. The following table identifies several of the key CFRs addressed in the Manual, but does not limit the Grantee to compliance with only the CFRs identified in the table.

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

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

2. The Department has found that public Outdoor Recreation is the primary purpose of the project known as Rivermont (Land and Water Conservation Fund, LWCF Project Number 12-00601), hereinafter called the Project, and enters into this Project Agreement with the Grantee for the Acquisition of that Real Property identified in the Project Application, the legal description of which shall be submitted to the Department on the Land and Water Conservation Fund Program Approved Project Documentation Form, DEP Form FPS-A048. The approved Project Work Plan, which includes the Project Elements (description of project, detailed budget, and anticipated deliverables) identified in the Project Application, is incorporated into this Project Agreement as **Attachment A, Project Work Plan**. Any revisions to the Project Elements as set forth in the approved Project Work Plan must be formally requested by the Grantee and, if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.
  
3. Within three (3) years from the Project Completion Date of the Acquisition under this Agreement, as identified in paragraph 1 and as set forth in the Project Completion Certificate, DEP Form FPS-A049, the Grantee shall construct, or cause to be constructed, certain public Outdoor Recreation Facilities and improvements in accordance with the following development elements: Picnic facilities, restrooms and other related support facilities. These elements may be modified by the Department if the Grantee shows good cause and the Department approves the modification in accordance with paragraph 2.

4. The Grantee understands that the planned development elements identified in paragraph 3 herein shall be designed and constructed in such a manner that they are attractive for public use and generally consistent and compatible with the environment. Plans and specifications for the elements shall be in accordance with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. Any and all utility lines installed within the Project Site shall be placed underground. The Grantee shall have the final site development plan (site engineering and architectural) prepared by a registered architect or engineer licensed in accordance with the laws of the State of Florida.
5. A. As consideration for the services rendered by the Grantee under the terms of this Project Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed **\$200,000.00** toward the total Project Cost described in the approved Project Work Plan. Program fund limits are based upon the following:
- |                      |                                     |                          |
|----------------------|-------------------------------------|--------------------------|
| Total Grantee Amount | <u>\$ 200,000.00</u>                | (paid by the Department) |
| Grantee Match Amount | <u>\$ 200,000.00</u>                | (paid by the Grantee)    |
| Total Project Cost   | <u>\$400,000.00</u>                 |                          |
| Type of Match        | <u>Cash and/or In-Kind Services</u> |                          |
- B. The Grantee shall submit a request for payment upon submittal of all documentation required in Attachment A. Within sixty (60) days after receipt of the request for payment from the Grantee, the Department's Grant Manager shall review the completion documentation and payment request from the Grantee for the Project. If the documentation is sufficient and meets the requirements of the Land and Water Conservation Fund Program Required Project Completion Documentation Form, DEP Form FPS-A051, referenced in Rule 62D-5.073(6)(h), F.A.C., the Department will approve the request for payment. A final payment request must be submitted to the Department no later than thirty (30) days from the Project Completion Date, 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.)
6. In addition to the invoicing requirements contained in paragraph 5.B. above and with the exception of the documentation required by paragraph 9 below, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Project Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a

cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Project Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87(2 CFR, Part 225), A-122 (2 CFR, Part 230), A-21 (2 CFR, Part 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR, Part 215) at: <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

7. Reimbursement for travel expenses is not authorized under this Project Agreement.
8. The purchase of non-expendable personal property or equipment is not authorized under the terms of this Project Agreement.
9. Contractual (Subcontractors) - 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 (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. All subcontracts are subject to the provisions of paragraph 6, 26 and 27 and any other appropriate provisions of this Agreement which affect subcontracting activities.
10. The Grantee agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Accountability Procedures (hereinafter called "the Procedure") incorporated into this Project Agreement by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the Project shall be secured in accordance with the procurement requirements specified in 43 CFR 12.76. Expenses representing the Project Cost, including the required matching contribution, shall be reported to the Department and summarized on certification forms provided in

the Procedure. The Department and Grantee agree to use the Procedure guidelines in accounting for LWCF funds disbursed under the Project. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the Procedure shall be used.

11. Land acquired for public Outdoor Recreation purposes prior to the date of execution of this Project Agreement shall be eligible for consideration if the Grantee obtains a Waiver of Retroactivity (as defined in Rule 62D-5.069(47), F.A.C.) from the Department in writing before entering into formal negotiations to acquire the property and all applicable Manual requirements have been satisfied. The waiver must be received by the Grantee prior to execution of this Project Agreement and a copy kept in the Project Agreement file. If the Department issues a Waiver of Retroactivity for land acquisition under this Agreement, the amount of the waiver will be identified in the Preagreement Expenses shown in paragraph 12 of this Agreement. The full Project amount may be reimbursed upon completion of the Project if such costs are identified in the Grant Work Plan as eligible costs incurred prior to execution of this Project Agreement.
12. Project funds may be reimbursed for eligible Preagreement Expenses (as defined in Rule 62D-5.069(31) and (47), F.A.C.) incurred by the Grantee prior to execution of this Project Agreement as set forth in Rule 62D-5.073(2), F.A.C. The Department and the Grantee fully understand and agree that there shall be no reimbursement of Project funds by the Department for any expenditure made prior to the execution of this Project Agreement with the exception of the following expenditures, which meet the requirements of the foregoing sections of the Rule.

Preagreement Expenses Approved:

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

13. A. Prior to commencement of Project Acquisition, the Grantee shall submit to the Department the documentation required by the Land and Water Conservation Fund Program Required Project Commencement Documentation Form, DEP Form FPS-A050, referenced in Rule 62D-5.073(6)(g), F.A.C. Upon determining that the documentation complies with the Rule, the Department will give written notice to the Grantee to commence the Acquisition and will approve the request for payment.
- B. Upon execution of this Project Agreement, the Grantee acknowledges the prior receipt of the LWCF Grants-in-Aid Manual, the Division of Recreation and Parks' Financial Reporting Procedures, and the required project

commencement documents listed below that must be completed by the Grantee, if applicable, and returned to the Department within sixty (60) days following the execution date of this Project Agreement. This date may be extended upon written approval from the Department Grant Manager, who is authorized to sign such approval letters.

C. Required Project Commencement Documentation for Acquisition Agreements:

1. Grantee Documentation of Condemnation (if applicable)
2. Written Offer to Purchase with Statement of, or waiver of, Just Compensation
3. Relocation Plan for Displaced Residents (PL91-646, if applicable)
4. Mean or Ordinary High Water Survey (if applicable)
5. Appraisal (2 copies)
6. Boundary Survey (no larger than 11in. x 17in.)
7. Title Search
8. Certification of Manual Possession (Form FPS-A059)

14. The Grantee shall complete all Project Acquisition by the Project Completion Date established in paragraph 1, above.

15. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Project Agreement and for five (5) years following Project Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

C. Records for Real Property acquired with federal funds shall be retained for five years following final disposition.

16. 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 19, to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Project Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment B, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment C**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment C shall be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
17. Following receipt of an audit report identifying any reimbursement due the Department for the Grantee's noncompliance with this Project Agreement, the Grantee will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of any reimbursement due the Department.
18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. If the Grantee is self-funded for liability insurance, as appropriate and allowable under Florida law, then the Grantee warrants and represents that such self-insurance offers protection applicable to

the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee. The Department shall have no liability except as specifically provided in this Project Agreement.

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Project Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor to similarly provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Project Agreement is not protected under Florida Workers' Compensation law, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.
  
20. The Department's Grant Manager, as identified below, or his/her successor for the purpose of this Project Agreement shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The Grantee's Liaison Agent, as identified in the Project Application, or his/her successor, shall act on behalf of the Grantee relative to the provisions of this Project Agreement. The Grantee's Liaison Agent (also known as Grantee's Grant Manager), shall submit to the Department signed Project status reports three times per year, due on January 5, May 5, and September 5, summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the Department. Any and all notices shall be deemed effective and sufficient if sent via U.S. mail, facsimile (fax), or by hand-delivery to the parties at the following addresses:

Grantee's Liaison Agent

Name: Ms. Gina Rivera, Grants & Special  
Projects Coordinator or his/her  
Successor  
Entity: City of Fort Lauderdale  
Address: 1350 West Broward Boulevard  
City, State, Zip: Fort Lauderdale, Florida 33312  
Phone: (954) 828-5786  
Fax: (954) 828-5650  
Email: grivera@fortlauderdale.gov



Department's Grant Manager

Name: Rita Ventry, Community Assistance  
Consultant, or his/her Successor  
Entity: Florida Department of Environmental  
Protection  
Address: 3900 Commonwealth Boulevard, MS585  
City, State, Zip: Tallahassee, Florida 32399-3000  
Phone: (850) 245-2501  
Fax: (850) 245-3031  
Email: Rita.Ventry@dep.state.fl.us

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

21. Prior to final reimbursement, the Grantee must erect a permanent informational sign on the Project Site which credits Project funding or a portion thereof, from the Land and Water Conservation Fund Program through the USDO, the National Park Service, and the Department. The sign shall include the LWCF Program logo.
22. The Department and USDO have the right to inspect the Project and any and all records related thereto at any reasonable time.
23. This Project Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Project Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) (a), Florida Statutes.
24. Prior to the closing of the Project, the Department shall have the right to demand a refund, either in whole or in part, of the LWCF funds provided to the Grantee for non-compliance with the material terms of this Project Agreement. The Grantee, upon such written notification from the Department, shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated and determined pursuant to Section 55.03(1) of the Florida Statutes. Interest shall be calculated from the date(s) of payment(s) to the Grantee by the Department to the date repayment is made by Grantee. After closing of the Project, the Grantee may not repay the funds but shall go through the conversion process described by the Manual and the Rule.
25. If the United States, acting through the USDO, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope of its lawful authority, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the

Department, agrees to pay the refund and will forthwith repay directly to the Department the amount of money demanded.

26. The Grantee shall comply with all federal, state and local laws, rules, regulations and ordinances in acquiring and 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 and permits. The Grantee further agrees to ensure that, in the event work is subcontracted, the Grantee will include the requirements of this paragraph in all subcontracts made to perform this Project Agreement.
27. 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 each executed subcontract to the Department within ten (10) days after execution. 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.
28. By acceptance of the provisions of this Project Agreement, the Grantee does hereby agree to dedicate the Project Site and all land within the Project boundaries, identified in the Project Application, in perpetuity as an Outdoor Recreation site for the use and benefit of the public, as stated in Rule 62D-5.074(1), F.A.C. Execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida. The Grantee represents that it has sufficient site control to enable this dedication. All dedications must be promptly recorded in the county's official public records by the Grantee and Grantee shall provide a certified copy to the Department.
29. The Grantee agrees to operate and maintain the Project Site as stated in Rule 62D-5.074(2), F.A.C. The Project Site, Project-related Facilities (if any), and any future Outdoor Recreation Facilities developed on the Project Site shall be open to the general public for Outdoor Recreation use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain said Project-related Facilities and improvements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of Facilities on the Project Site, if said development is not described in paragraph 3 herein.

30. The Grantee shall not, for any reason, convert all or any portion of the Project Site for any purpose other than public Outdoor Recreation without prior approval of the USDOJ and the Department pursuant to Section 6(f)(3) of the LWCF Act, the Manual, and Rule 62D-5.074(3), F.A.C.
31. A. Failure to comply with the provisions of the Rule or the terms and conditions of this Project Agreement will result in termination of the Project Agreement by the Department. Unless otherwise stated herein, in the event of violation of the Rule or the provisions of this Project Agreement, the Department shall provide the Grantee thirty (30) days written notice of its intent to terminate. The written notice shall state the particular violations and provide a reasonable time to cure the violations; however, if the Grantee does not cure or obtain an extension of time within the time period stated in the notice, this Project Agreement shall be automatically terminated on the following calendar day.
- 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. Notice shall be sent by the Grantee to the Department in writing indicating that the Grantee wishes to cancel the Project. The Grantee shall not incur new obligations for the Project after the notice is sent to the Department and shall cancel as many outstanding obligations as possible. The Department shall respond with a termination notice, which shall set out the procedures for proper closeout of the Agreement. Once all closeout procedures have been fulfilled, the Agreement shall automatically terminate on the following calendar day.
- C. The Department may terminate this 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 Agreement. Once all closeout procedures have been fulfilled, the Agreement shall automatically terminate on the following calendar day.
32. In the event of conflict in the provisions of the Rule, the Project Agreement and the Project Application, the provisions of the Rule shall control over this Project Agreement and this Project Agreement shall control over the Project Application documents.
33. If the Department determines that site control is not sufficient under the Rule or has been compromised, the Department shall give the Grantee a notice, in writing, and a reasonable time to comply. If the deficiency cannot be reasonably corrected within the time specified in the notice, the Department shall terminate this Project Agreement.

34. In accordance with the LWCF Act, Program funds will be made available contingent upon an annual appropriation to each State by Congress. The State of Florida's performance and obligation to pay under this Project Agreement is contingent upon an annual appropriation of spending authority by the Florida Legislature. The parties hereto understand that this Project Agreement is not a commitment of future appropriations.
35. A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment D**, Form DEP 55-221, effective January 2001, "Disclosure of Lobbying Activities" (attached hereto and made a part hereof), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **(43 CFR Part 18)**
- B. In accordance with section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Project Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
36. 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 the performance of this Project Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a bid on a contract to provide goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of Real Property to a public entity; award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
37. A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency

must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
38. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of s. 768.28, Florida Statutes, and other statutes that provide immunity to the Department or the State.
39. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the Category Two threshold amount provided in s. 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.
40. In accordance with Executive Order 12549, Debarment and Suspension (2 CFR, Part 1400), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal

department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOJ to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement.

41. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Project Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Project Agreement shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Project Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Project Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
43. This Project Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.
44. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment E, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment F, Regulations**, attached hereto and made a part hereof, shall apply to this Project Agreement.
45. The federal funds awarded under this Agreement must comply with ***The Federal Funding Accountability and Transparency Act (FFATA) of 2006***. Prior to execution of this Project Agreement by the Department, the Grantee shall submit **Attachment G, Federal Funding Accountability and Transparency Act Form**, which is attached hereto and incorporated herein. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](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 Agreement, for the Department to comply with this requirement.

46. This Project Agreement is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the Department.
47. The parties hereto acknowledge and agree that provisions contained in paragraphs 3, 4, 14 and 27-29 shall extend beyond the end date of this Project Agreement, as established in paragraph 1.
48. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Project Agreement.

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

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CITY OF FORT LAUDERDALE

By:           DO NOT SIGN            
Division Director  
Division of Recreation and Parks  
and State Liaison Officer  
(or designee)

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

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

Date:           DO NOT DATE          

\_\_\_\_\_  
Title

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

FEID No.: \_\_\_\_\_

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

Address:  
City of Fort Lauderdale  
1350 West Broward Boulevard  
Fort Lauderdale, Florida 33312

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

\_\_\_\_\_  
Grantee's Attorney

Approved as to form and legality for use for one year by Reagan Russell, Assistant General Counsel on September 18, 2012.

**Attachments:**

- Attachment A Project Work Plan (2 pages)
- Attachment B Special Audit Requirements (5 Pages)
- Attachment C Certification of Applicability to Single Audit Act Reporting (3 Pages)
- Attachment D Disclosure of Lobbying Activities (2 Pages)
- Attachment E Contract Provisions (4 Pages)
- Attachment F Regulations (1 Page)
- Attachment G Federal Funding Accountability and Transparency Act Form (4 Pages)



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

Project Name: Rivermont

Grantee Name: City of Fort Lauderdale

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

Project Element(s): Negotiation and acquisition of site located at 1016 Waverly Road, Fort Lauderdale, Florida.  
 The LWCF project consists of the acquisition of Lots 4, 5, 6

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

Commencement Documentation required prior to Reimbursement Request

ELEMENTS/WORK TO BE COMPLETED	ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT	MATCH AMOUNT TO BE CLAIMED	DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION BEFORE REIMBURSEMENT CAN BE APPROVED
Acquisition	\$200,000	\$200,000	Project Completion Certificate  Project Boundary Map  Color photographs  Notice of Limitation of Use  Florida Recreation and Parks Inventory form  Final payment request  Deed to property  Buyer-Seller Financial Closing Statement  Construction schedule for development of project
TOTAL FUNDING AMOUNT	\$ 200,000	\$ 200,000	

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

**Financial Consequences:** Failure to meet the performance standard will result in the rejection of the invoice for reimbursement and claim for match.

**INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:**

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

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

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

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

**Completion Documentation required prior to Reimbursement**

## ATTACHMENT B

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

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

## 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:

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

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

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

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

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

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

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

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

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

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

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

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

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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	State Appropriation Category
Original Agreement	U.S. Department of the Interior, NPS	15.916	Land and Water Conservation Fund Grants	140001

<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	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	State Appropriation Category

<b>Total Award</b>				<b>\$200,000.00</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.flids.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**ATTACHMENT C**

**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING**

Grantee's Name: \_\_\_\_\_

Grantee Fiscal Year Period: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

**CERTIFICATION STATEMENT:**

I hereby certify that the above information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Position Title



**INSTRUCTIONS FOR COMPLETING THE ATTACHMENT**

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

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

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

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

\$ \_\_\_\_\_

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

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

\$ \_\_\_\_\_

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

## CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

### FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

**Answer:** No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

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

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

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

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

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

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

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

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

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

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

6. **Question:** Can I submit my Certification Form or CAFR electronically?

**Answer:** Yes, you can submit them by Email to [Debbie.skelton@dep.state.fl.us](mailto:Debbie.skelton@dep.state.fl.us)

**ATTACHMENT D**

Approved by OMB  
0348-0046

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

Form DEP 55-221 (01/01)

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

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

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

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

## ATTACHMENT E Contract Provisions

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

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
22. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
23. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).
24. **Compliance with the Americans with Disabilities Act (ADA) of 1990, Public Law 100-336, American with Disabilities act Accessibility Guidelines at 28 CFR 36 and the Americans with Disability Act Title II at 28 CFR 35.** By accepting funds under this Agreement, the Grantee agrees to comply with the provisions under the ADA regulations stated above.

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

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**ATTACHMENT F  
REGULATIONS**

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

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**DEP Form 55-230 Federal Transparency Form**

**Attachment G Notes**

The attached form, DEP 55-230, must be completed prior to the department's final execution of your project agreement. Most of the requested information is self-explanatory but there are a few things to note to help ensure that the information gets entered correctly:

Make sure that the DUNS# is correct. You can use this website to check the DUNS #:  
<https://iupdate.dnb.com/iUpdate/companylookup.htm>

Make sure that the Principal Place of Business as well as the Principal Place of Project Performance has the zip code + 4 (it can't be entered into the system without the +4); You can confirmed with the U.S. Postal Service, at the following website:  
<https://tools.usps.com/go/ZipLookupAction!input.action>

The Catalog of Federal Domestic Assistance (CFDA#) for your LWCF grant is: 15.916

Please provide a brief and clear description of the grant project, not just the title in the block provided on page 2 of 4; this should include the elements/facilities being developed or the acres being acquired with the grant, the contract number and name of Grantee.

**ATTACHMENT G  
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM  
INFORMATION FOR A  
SUBAWARD TO A RECIPIENT**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP" or "Department") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

**ORGANIZATION AND PROJECT INFORMATION**

The following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Department as requested. If you have any questions, please contact the DEP's Procurement Administrator at 850/245-2361 for assistance.

DUNS# \*: \_\_\_\_\_

DUNS+4#: \_\_\_\_\_

\* If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the webform (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_

DBA NAME (IF APPLICABLE): \_\_\_\_\_

**PRINCIPAL PLACE OF BUSINESS ADDRESS:**

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE+4\*\*: \_\_\_\_\_

PARENT COMPANY DUNS# (IF APPLICABLE): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS):

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE+4\*\*: \_\_\_\_\_

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: \_\_\_\_\_

**\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.**

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; **and**, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act? Yes  No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? Yes  No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission Information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion (mm/dd/yyyy)): \_\_\_\_\_

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED AS (enter position title) \_\_\_\_\_ OF (enter Business Name) \_\_\_\_\_ CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date