DEP AGREEMENT NUMBER: UA004
FCT PROJECT NUMBER: 16-008-UA17
PROJECT NAME: ROUND LAKE PARK
CSFA NUMBER: 37.078

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection ("Department"), and the City of Oviedo, a Florida local government ("Recipient"). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, F.A.C.

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act ("Project Sites"). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.").

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

WHEREAS, Rule 62-818, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 62-819, F.A.C. sets forth the acquisition procedures.

WHEREAS, on April 27, 2017, the FCT Governing Board approved selected projects to receive approval for funding.

WHEREAS, the Recipient’s Project ("Project"), described in an application submitted for evaluation, was selected for funding in accordance with Rule 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application.

WHEREAS, Section 380.507(2)(h), F.S., intended to implement Specific Appropriation 1534 of the 2016-2017 General Appropriations Act, required eligible projects submitted for funding to provide accessibility, availability, or adaptability of conservation or recreation lands for individuals with unique abilities and to incorporate adaptations or modifications to the design and development of recreational resources or equipment to meet the needs of all potential participants including those with physical or developmental disabilities.
WHEREAS, Rule 62-818.009, F.A.C. authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

WHEREAS, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both Parties and, shall remain in effect no longer than one year from the effective date of this Agreement, inclusive, unless extended or terminated earlier.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient’s control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the Expiration Date. FCT may, in its sole discretion, consent to an extension of this Agreement. The decision to consent to an extension and the length of the extension shall depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient’s past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend this Agreement beyond the initial term.

If the Recipient does not request a written extension, or if a requested written extension is not granted by FCT, the Recipient’s Award shall be rescinded and this Agreement will terminate pursuant to its terms and conditions.

II. MODIFICATION OF AGREEMENT

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the Parties. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399, as soon as possible and no later than December 8, 2017. If the Recipient requires more
than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives shall adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by this Agreement in addition to any deadlines associated with any FCT activity relating to the Project. **Recipient’s failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. Upon FCT’s request, the Recipient shall provide a status report of its progress toward applying for reimbursement of the Project Costs.

5. The Recipient shall develop the Project Site in accordance with the FCT Grant Award conditions and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award or pursuant to the timeline outlined in the approved Management Plan. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

IV. **FUNDING PROVISIONS**

1. The FCT Florida Forever Award granted to the Recipient (“FCT Award”) will in no event exceed **seventy-five percent (75%)** of the final Project Costs, and as more fully defined in Rule 62-818.002(33), F.A.C., or **Fifty-One Thousand, Ninety One Dollars and Thirty Four Cents ($51,091.34)**, unless FCT approves a different amount. The Recipient shall be reimbursed as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan.

The FCT Award is based on the Recipient’s estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the maximum reimbursement amount, whichever is less, multiplied by the percent stated above.

2. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors if additional due diligence products are required, or in the form of a State of Florida warrant. If the Recipient is required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount. Under no circumstances will the award exceed the maximum reimbursement amount.
3. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

4. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs shall be recognized in the Match amount on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing, and able to provide any required Match.

6. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally-derived higher Project Site land value because of an “enhanced highest and best use,” FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the “highest and best use” for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

7. FCT’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature or designated agency, and is subject to modification in accordance with Chapter 216, F.S. or the Florida Constitution.

8. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient’s accounting system cannot comply with this requirement, the Recipient or subrecipient shall establish a system to provide adequate fund accountability for each project it has been awarded.

If FCT finds that funds have been commingled, FCT shall have the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, shall refund the amount of money demanded. Interest on any refund will be 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 FCT by the Recipient to the date repayment is made by the Recipient to FCT.

If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient shall reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.
9. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), F.S. Such approval is deemed given when FCT approves and executes this Agreement.

10. All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A.C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

V. NOTICE AND CONTACT

1. All notices between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

   Florida Communities Trust
   3900 Commonwealth Boulevard, MS#115
   Tallahassee, FL 32399

2. All contact and correspondence from FCT to the Recipient shall be through the key contact as required by Rules 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

   Name: Dru Boulware
   Organization: City of Oviedo Recreation and Parks Department
   Title: Director
   Address: 400 Alexandria Boulevard; Oviedo, Florida 32765
   Telephone: 407-971-5562
   E-mail: DBoulware@cityofoviedo.net

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient’s agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Declaration of Restrictive Covenants.

   Name: Dominic Persampiere or Successor
   Organization: City of Oviedo, Florida
   Title: Mayor
   Address: 400 Alexandria Boulevard; Oviedo, Florida 32765
   Telephone: 407-971-5555
   Facsimile: 407-971-5596
   E-mail: DPersampiere@cityofoviedo.net
4. If different representatives or addresses are designated for NOTICE AND CONTACT, specified herein, after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in NOTICE AND CONTACT, paragraph V.1. above.

5. The Recipient hereby notifies FCT that the Recipient’s Federal Employer Identification Number(s) is 59-6000399.

VI. PROJECT PLAN APPROVAL

1. Prior to the final disbursement of the FCT Award, the Recipient shall submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011. to ensure that the interests of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, executed by the owners and the Recipient, based on one or more appraisals prepared consistent with Chapter 62-819, F.A.C.

b. A letter from the FCT indicating approval of the Management Plan.

c. A statement of the total Project Costs as defined in Chapter 62-818, F.A.C.

d. A statement of the amount of the award being requested.

e. Supporting documentation that any conditions imposed as part of the Grant Agreement have been satisfied.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.

g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Declaration of Restrictive Covenants, and Chapter 62-818, F.A.C.

2. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

3. Reimbursement for Project Costs will not occur until after FCT approval of the Project Plan.
VII. REIMBURSEMENT REQUIREMENTS

The following documents must be submitted to FCT in order for FCT to disburse the grant funds:

1. Documents associated with acquisition of the parcel(s):
   a. A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and James C. Owens and Deborah S. Owens.
   b. A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
   c. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipient.
   d. A copy of the appraisals of the parcel(s) required by Rule 62-819.007 F.A.C.
   e. Unless the requirement has been waived, a copy of a Certified Survey(s) of the parcel(s) that meets the requirements of Rule 62-819, F.A.C. and is dated within ninety (90) days of the date the Recipient acquired the parcel(s).
   f. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient’s acquisition of the parcel(s). Such policies shall meet the requirements of Rule 62-819.005, F.A.C.
   g. A copy of environmental site assessments (ESA) of the parcel(s) certified to the Recipient, which meets the standards and requirements of American Society for Testing and Materials (“ASTM”) Practice E 1527, and with a date of certification within 90 days of the date of acquisition of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.

2. Upon FCT’s approval of the Project Plan and the required reimbursement documents, the Recipient shall submit a completed copy of the FCT Project Reconciliation Statement, Attachment A, to the FCT Grant Manager.

3. All invoices for approved Project Costs, with proof of payment, shall be submitted to FCT Grant Manager and be in a detail sufficient for a proper pre-audit and post-audit thereof.

4. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed $10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to
determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipient will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.

5. The Recipient shall provide the appraisal(s) and the remainder of the required documents to FCT for review by a date not to exceed ninety (90) days after the execution of this Agreement. FCT may review the appraisals and other documentation and, upon approval, FCT will determine the maximum reimbursement amount as provided in Rules 62-818 and 62-819, F.A.C.

VIII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C. and addresses the criteria and conditions set forth in Articles VIII, IX, X, and XI herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

   a. An introduction containing the Project name, location, and other background information.

   b. The Recipient’s purpose for acquiring the Project Site and a prioritized list of management objectives.

   c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

   d. A description of all proposed uses including existing and proposed physical improvements.

   e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

   f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.

   g. The identification and protection of known cultural or historical resources.

   h. A description of proposed educational displays and programs the Recipient will offer, if applicable.
i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

If the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT may require the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

6. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient shall prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report
annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

IX. SPECIAL MANAGEMENT CONDITIONS

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. **FCT Sign** - The Recipient shall maintain a permanent FCT recognition sign, a minimum of 3’ x 4’, at the entrance area of the Project Site and visible to the public. The sign shall include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program and the Recipient. The sign should include the date the site was acquired.

2. **Recreational Facilities** - The Recipient shall provide at least two recreational facilities such as a fishing/observation platform and a picnic pavilion. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. **Water Access** - The Recipient shall provide a water access facility to an existing open water shoreline, such as a fishing pier.

4. **Linked Land-Based Recreational Trail System** - The Recipient shall connect the Project Site to and manage the Project Site as part of a local, regional, or statewide land-based recreational trail system.

5. **Connectivity** - The Project Site shall connect to adjacent neighborhoods by a sidewalk within an existing right-of-way.

6. **Interpretation** - The Recipient shall provide an interpretive kiosk on the Project Site to educate visitors about the natural environment and the unique history of the area.

7. **Education Programs** - The Recipient shall provide at least six regularly scheduled environmental or historical education classes or programs per year at the Project Site conducted by trained educators or resource professionals.

8. **Listed Species Habitat** - The Recipient shall manage the Project Site in a manner that protects that protects habitat recognized as typically suitable for one or more listed animal species.

9. **Locally Significant and Strategic Habitat Conservation** - The Recipient shall manage the Project Site in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat, including the Locally Significant Natural Areas and Strategic Habitat Conservation Areas found onsite.
10. **Water Quality Facility** - The Recipient shall improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site by providing a water quality facility such as a bio swale. The water quality facility shall be designed to have a park-like or natural setting.

11. **Ecological Corridor** - The Recipient shall protect and manage the Project Site as part of an ecological corridor within the county’s designated Econlockhatchee River Ecological Corridor.

X. **“UNIQUE ABILITIES” PROJECT REQUIREMENTS:**

The Recipient’s Project has been deemed a “Unique Abilities” Project, pursuant to Section 380.507(2)(h), F.S. (2016) and Recipient shall develop the Project Site in accordance with the narrative provided in the project summary and excellence sections of the FCT grant application. The Project Site must provide accessibility, availability, or adaptability of conservation or recreation lands for individuals with unique abilities. The Recipient, and all of its subcontractors, if any, must ensure that both Florida Building Code Accessibility (https://codes.iccsafe.org/public/document/toc/305/) and Americans with Disabilities Act Accessibility (https://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.pdf) regulations and requirements are adhered to in the development and completion of this Project.

XI. **DECLARATION OF RESTRICTIVE COVENANTS**

**REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.**

1. Each parcel in the Project Site shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution; and any provision of the Internal Revenue Code or the regulations promulgated thereunder. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund (“Trustees”) upon failure to comply with any of the covenants and restrictions, as further described below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of grant disbursement and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail, or registered expedited service. The Recipient shall diligently proceed to cure the violation and shall complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient shall submit a
written request to FCT for an extension. The request shall include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT shall respond within thirty (30) days of receiving the request, and approval of the request shall not be unreasonably withheld. It is FCT’s position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient’s notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient’s request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees. FCT shall treat such property in accordance with Section 380.508(4), F.S.

XII. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees.

3. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

XIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed on a temporary basis with FCT written approval up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

   a. Any sale or lease of any interest in the Project Site to a non-governmental person or organization.

   b. The operation of any concession on the Project Site by a non-governmental person or organization.

   c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization.
d. Any use of the Project Site by a non-governmental person other than in such person’s capacity as a member of the public.

e. A management contract for the Project Site with a non-governmental person or organization.

f. Other activity that may be specified from time to time in writing by FCT to the Recipient.

g. Any activities that violate the Federal Private Activity regulations of the Internal Revenue Service.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events, or circumstances, and shall provide to FCT such information as FCT reasonably requests to allow FCT to evaluate whether the activity would cause adverse tax consequences and should therefore be limited or eliminated.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIV. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.). The Department, the State or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient shall require each subcontractor to maintain and allow access to such records for audit purposes.

a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department’s Inspector General in any investigation,
audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that any subcontracts issued under this Grant impose this written requirement on its subcontractors.

b. In addition to the requirements of the preceding paragraph, the Recipient shall comply with the applicable provisions contained in Attachment B, Special Audit Requirements. Exhibit 1 to Attachment B summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of Attachment B. A revised copy of Exhibit 1 must be provided to the Recipient for each amendment that authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of Exhibit 1, the Recipient shall notify the key contact with FCT to request a copy of the updated information.

c. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient shall consider the type of financial assistance (federal and/or state) identified in Attachment B, Exhibit 1 when making this determination. For federal financial assistance, the Recipient shall utilize the guidance provided under 2 CFR § 200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Recipient 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 Recipient should confer with its chief financial officer, audit director, or contact the Department for assistance with questions pertaining to the applicability of these requirements.

XV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder shall terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT’s right to exercise such remedies, and will not obligate FCT to make any further payments.

2. The following constitute a Default:
a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT, or in any document provided to FCT is false or misleading in any respect.

b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or

c. If any material adverse change in the Recipient’s financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or

d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or

f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or

g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days’ notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days’ prior written notice of such termination. The notice shall be effective upon the date of the letter. Notification shall be given pursuant to Section V.

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of the FCT Award.

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.
e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph IX.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XVI. PUBLIC RECORDS ACCESS:

1. Recipient shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient shall keep and maintain public records required by the Department to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the Department for refusal by the Recipient to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipient meets the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

   a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Recipient of the request, and the Recipient must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Recipient fails to
provide the public records to the Department within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

b. Upon request from the Department’s custodian of public records, Recipient shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Recipient shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.

d. Upon completion of the Agreement, Recipient shall transfer, at no cost to Department, all public records in possession of Recipient or keep and maintain public records required by the Department to perform the services under this Agreement. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

D. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399
XVII. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XVIII. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

3. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any 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 lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

4. In accordance with Section 216.347, F.S., the Recipient is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

5. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Recipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

6. The Recipient shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this Agreement. The Recipient
acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

7. The Recipient shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss of damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Recipient, their subcontractor, or any of the employees, agents, or representatives of the Recipient or subcontractor to the extent allowed by law.

8. To the extent required by law, the Recipient will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Recipient 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 Recipient. 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 Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

   a. Recipient’s chief financial officer (“CFO”) must provide self-insurance documentation to FCT prior to execution of this Agreement and upon any subsequent changes relating to the terms or insurance carrier.

9. The Recipient, 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. The Department shall have no liability except as specifically provided in this Agreement.

10. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original.

11. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this 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 Agreement, unless otherwise provided herein.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: CITY OF OVIEDO  FLORIDA COMMUNITIES TRUST,  
a Florida local government  STATE OF FLORIDA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: ______________________________  By: ______________________________
Secretary or designee

Print Name:__________________________  Print Name:__________________________

Title: ______________________________  Title: ______________________________

Date: ______________________________  Date: ______________________________

Approved as to Form and Legality:  Approved as to Form and Legality:

By: ______________________________  By: ______________________________

Print Name:__________________________  Print Name:__________________________

Date: ______________________________  Date: ______________________________

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

 Specify  Letter/  Description (include number of pages)
 Type   Number
Attachment A  FCT Project Reconciliation Statement (2 pages)
Attachment B  Special Audit Requirements (5 Pages)
### GRANT AWARD CALCULATION

**TOTAL PROJECT COSTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Land Purchase Price</td>
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<tr>
<td>Total Land Purchase Price</td>
<td>$</td>
</tr>
<tr>
<td>Acquisition Expenses</td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td>$</td>
</tr>
<tr>
<td>Title Insurance</td>
<td>$</td>
</tr>
<tr>
<td>Appraisal Review</td>
<td>$</td>
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<td>Appraisals</td>
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</tr>
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<td>Environmental Audit</td>
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<tr>
<td>Total Acquisition Expenses</td>
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Total Project Costs $ -

### COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

**FCT Award Computation**

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<th>Description</th>
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<td>Share of Purchase Price</td>
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<tr>
<td>Share of Acquisition Expenses</td>
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<tr>
<td>Total Share of Project Costs</td>
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**Recipient Local Match Amount**

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Share of Purchase Price</td>
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</tr>
<tr>
<td>Share of Acquisition Expenses</td>
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</tr>
<tr>
<td>Total Share of Project Costs</td>
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</tr>
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Total Project Costs $ -

### COMPUTATION OF PREPAIDS, REIMBURSEMENTS, AND ADDITIONAL COSTS

**FLORIDA COMMUNITIES TRUST**

**FCT Prepaid Project Costs**

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<tbody>
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<td>Total Prepaid Costs</td>
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**FCT Amount Due at Closing**

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Share of Total Project Costs</td>
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<tr>
<td>Less Total Prepaid Costs</td>
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<tr>
<td>Total Amount Due from FCT</td>
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DEP Agreement No. UA004
Attachment A
FCT Project No. 16-008-UA17
<table>
<thead>
<tr>
<th><strong>Recipient Prepaid Costs</strong></th>
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<tbody>
<tr>
<td>Land Purchase Price</td>
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<tr>
<td>Survey</td>
<td>$</td>
</tr>
<tr>
<td>Title Insurance</td>
<td>$</td>
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<td>Appraisals</td>
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<tr>
<td>Environmental Site Assessment</td>
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<td><strong>Total Prepaid Costs</strong></td>
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</table>

<table>
<thead>
<tr>
<th><strong>Recipient Amount Due</strong></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Share of Total Project Costs</td>
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<tr>
<td>Less Prepaids</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Amount Due to County</strong></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Recipient Additional Costs</strong></th>
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</thead>
<tbody>
<tr>
<td>Record Grant Award Agreement</td>
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<tr>
<td><strong>Total Additional Costs</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

**Notes:**

1. Pursuant to memorandum from __________ to __________ dated __________, the maximum reimbursement amount is $___________. The recipient acquired the property on __________, at a purchase price of $___________. The FCT reimbursement is based on the maximum reimbursement amount, which may be less than the purchase price paid by the Recipient.

2. Amount includes costs for title insurance, title examination, title search and closing fees.

3. Pursuant to the terms of the Grant Agreement, the amount of the grant shall not exceed the lesser of $___________.

4. Disbursed to the Clerk of the Court, __________ County, at time of reimbursement from FCT.

**RECIPIENT**

**FLORIDA COMMUNITIES TRUST**

**STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION**

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Its:</td>
<td>Its:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

DEP Agreement No. UA004
Attachment A
FCT Project No. 16-008-UA17 Page 2 of 2
ATTACHMENT B

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, 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 2 CFR Part 200, Subpart F, 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 (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. 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, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) 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, and 2 CFR Part 200, Subpart F 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 www.cfda.gov.
PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 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 $750,000 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 $750,000 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).


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 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:
A. The Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) 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/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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 one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
Electronically: 
FDEPSingleAudit@dep.state.fl.us

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

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 one of the following addresses:

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

   Electronically:  
   FDEPSingleAudit@dep.state.fl.us

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, as revised, and 2 CFR Part 200, Subpart F, 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, as revised and 2 CFR Part 200, Subpart F, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
EXHIBIT – 1

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

<table>
<thead>
<tr>
<th>Federal Program Number</th>
<th>Federal Agency</th>
<th>CFDA Number</th>
<th>CFDA Title</th>
<th>Funding Amount</th>
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<table>
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<tr>
<th>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</th>
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</thead>
<tbody>
<tr>
<td>Federal Program Number</td>
</tr>
<tr>
<td>------------------------</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Program Number</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>3710</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Award</th>
<th>$836,000.00</th>
</tr>
</thead>
</table>

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