

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

Land and Water Conservation Fund Agreement

This agreement made and entered into by and between the State of Florida Department of Natural Resources hereinafter called DEPARTMENT and the City of Jacksonville hereinafter called CITY in furtherance of an approved recreational program involving the United States as well as the parties hereto in pursuance of which the parties hereto agree as follows:

1. This agreement shall be performed pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), as amended, and in accordance with the general provisions for such contracts prescribed by the United States Department of the Interior, under date of July 25, 1978, attached hereto and designated Exhibit "A" and made a part hereof as though set forth herein in full. 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 said Acts of Congress and the general provisions governing this contract, as set forth in Exhibit "A" hereto, and no construction shall be contrary to the requirements of the Acts of Congress or of the regulations of the Secretary of the Interior. Any differences of opinion which may not be resolved by any provisions or construction of such Acts of Congress and the interpretations or regulations of the Secretary of the Interior or of the Department of the Interior shall be resolved between the parties by negotiation. It is the intention of the parties hereto that none of the provisions of Section 16J.01, Florida Statutes, shall have application to this agreement.

2. The DEPARTMENT has found that recreation is the primary purpose of the project known as St. John's River Esplanade.

(Land and Water Conservation Fund Project # 12-00182), and enters into this agreement with the CITY for construction of recreational facilities on real property, the title to which is in the name of the CITY, the legal description of which is set forth in full in Exhibit "B" attached hereto and made a part hereof.

3. The CITY will construct, or cause to be constructed, certain recreational facilities upon the property described in Exhibit "B", which facilities shall be designed and constructed in accordance with the project elements described herein and with the project plans attached hereto and made a part hereof as Exhibit "C". The following shall be considered the project elements:

Design and construction of urban waterfront park. Facilities and improvements will include pedestrian walkways, landscaping, shade structures and seating areas, and related site improvements.

4. The CITY will operate and maintain the recreational facilities described in paragraph 3 and Exhibit "C" and will pay all expenses of such operation as a CITY expense. The CITY covenants that it has full legal authority and financial ability to so operate and maintain said facilities.

5. The DEPARTMENT will transfer to the CITY such Land and Water Conservation Fund monies, not to exceed \$1,500,000.00, as will pay said fund's share of the cost of the project. Fund limits are based upon the following:

Project Stage Covered by this Agreement	<u>Entire</u>
Project Cost	
Total Cost	<u>\$ 3,000,000.00</u>

Fund Support	<u>50</u>	%
Fund Amount	<u>\$ 1,500,000.00</u>	
Local Amount	<u>\$ 1,500,000.00</u>	
Cost of this Stage	<u>\$ 3,000,000.00</u>	
Assistance of this Stage	<u>\$ 1,500,000.00</u>	

Any portion of these funds may be released in installments, at the discretion of the DEPARTMENT, upon the request of the CITY Commissioners or the CITY'S duly authorized agent, whose name and title shall be submitted to the DEPARTMENT prior to commencement of the project. Such requests shall be limited to three (3) in number and each request shall include all documentation required by the DEPARTMENT. The DEPARTMENT shall be notified forthwith of any change in the person or authority of the designated agent.

6. This agreement shall take effect on January 26, 1981, and shall terminate on June 30, 1984. In the event the CITY fails to develop the subject property in a manner described in this agreement, on or before June 30, 1984, the CITY agrees that upon demand it will return to the DEPARTMENT the total Land and Water Conservation Fund contribution. Any waiver by the DEPARTMENT for cause shown, and extension of the termination date of this agreement, shall not prejudice the right of the DEPARTMENT hereunder to demand refund of the contribution of the Land and Water Conservation Fund for failure to complete the project on or before the termination date as extended.

7. If the United States, acting through the Department of the Interior, 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 CITY under the terms of this agreement, the CITY, upon notification from the DEPARTMENT, agrees to refund, and will forthwith repay, the amount of money demanded which payment shall

be made directly to the DEPARTMENT.

8. The CITY agrees to dedicate the land described in Exhibit "B" and by its acceptance of the provisions of this agreement does hereby dedicate the land described in Exhibit "B" to the public in perpetuity as a recreation area available to the general public for recreational purposes only. The CITY further agrees that the execution of this agreement by the Executive Director of the Department of Natural Resources shall constitute an acceptance of the dedication on behalf of the general public of the State. Thereafter, should the CITY for any reason convert all or any portion of the property described in Exhibit "B" to other than recreational purposes, the CITY agrees to provide at its sole expense without further contribution from the Land and Water Conservation Fund a replacement project of comparable quality and size to that which was converted to other purposes, which replacement shall be in close proximity to the project and meet with the approval of the DEPARTMENT. In lieu of such replacement the CITY shall return to the DEPARTMENT the entire contribution from the Land and Water Conservation Fund.

9. Should the CITY elect to implement a user fee system for St. John's River Esplanade or for any recreational facility within the boundaries of the project, the CITY shall impose such fees uniformly upon all users without regard to age, sex, race, other condition, or the political subdivision in which the user may reside.

10. The DEPARTMENT shall have the right, through its agents, servants, and employees designated for that purpose, to inspect the site of the project and the facilities thereon. In addition to project inspections, which shall be conducted at any reasonable time, the DEPARTMENT shall have access to all financial records relating to the project and the right to audit such records

at any reasonable time which right shall be continuous until such audit is completed without unreasonable interference with the operation of any of the facilities thereon.

11. The CITY and the DEPARTMENT mutually agree to the following special terms and conditions incorporated as a part of this agreement:

- (1) The CITY agrees to provide the DEPARTMENT with attendance reports at such time as the St. John's River Esplanade is opened for use by the general public. Said attendance reports shall be submitted to the DEPARTMENT during the month of July of each year and shall provide attendance records for a one year period beginning July 1, and ending on June 30 of the previous year, such period constituting one fiscal year.
- (2) The CITY agrees to commence construction on the project within twelve (12) months of the effective date of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the officers or agents thereunto lawfully authorized.

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

CITY OF JACKSONVILLE

Recommended
By: *Ney C. Landrum*
Ney C. Landrum
Liaison Officer
State of Florida
Land and Water Conservation Fund

Accepted
By: *John A. Seethall*
Its Agent for this Purpose

MAYOR
Title

Approved
By: *Elton J. Wisendanner*
Elton J. Wisendanner
Executive Director
Its Agent for this Purpose

Attest: *A. Renee Woodard*
CORPORATION SECRETARY
CONTRACT 5000-7

Effective Date: January 26, 1981

APPROVED AS TO
FORM AND LEGALITY

W. J. McKinney
W. J. McKinney - D.M.R.

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PROPOSED COAST LINE DRIVE PARK

A parcel of land lying westerly of the southerly line of the bulldozer along the St. Johns River and between the southeasterly Right-of-Way Line of the Main Street Bridge Ramp "C" and the westerly Right-of-Way Line of Coast Line Drive, being comprised of 117.66 acres lying southerly of Water Lots 20 through 32 inclusive, Harla Map of Jacksonville, Duval County, Florida more particularly described as follows:

For a point of reference commence at the Florida Department of Transportation (F.D.O.T.) Point of Curvature being Station 20 + 13.05 in the center line of construction of Water Street as shown on sheet No. 1 of F.D.O.T. Right-of-Way Map, Section 22090-22093, said Point lying westerly of Regan Street;

thence southerly along a line drawn at right angles to said center line of construction, a distance of 38.05 feet to the southerly Right-of-Way Line of Water Street;

thence westerly along said southerly Right-of-Way Line a distance of 80 feet, more or less, to a point of intersection with a line drawn at right angles from said Point-of-Way Line to the northeasterly corner of the Jacksonville Civic Auditorium building, said point being the Point of Beginning;

thence southerly along said line a distance of 32 feet, more or less, to said northeasterly building corner;

thence southerly along the easterly face of said building a distance of 100 feet, more or less, to the southeasterly corner of said building;

thence westerly along the southerly face of said building a distance of 405 feet, more or less, to the corner of said building lying westerly of the building area;

thence southerly along a line being a southerly projection of the face of the main building wall lying easterly of said building area a distance of 32 feet, more or less, to a point of intersection with the back of the curb and gutter bounding the north side of the parking area;

thence southeasterly a distance of 180 feet, more or less, along a line drawn straight from the last described point to the point of intersection of the westerly Right-of-Way Line of the North-South portion of Coast Line Drive with the southerly edge of the southerly driveway leading from the Seaboard Coast Line Railroad Company building;

thence southerly along said westerly Right-of-Way Line a distance of 100 feet, more or less, to the southerly face of the bulldozer along the St. Johns River;

thence northerly and easterly along said bulldozer line a distance of 1,500 feet, more or less, to an intersection with a line lying 24.5 feet westerly of and running parallel with the Survey Base Line of Coast Line Drive as shown on F.D.O.T. Right-of-Way Map, Section 22090-22093, Sheet No. 1;

thence northerly along said line a distance of 50 feet, more or less, to a point of intersection with a line lying 13.5 feet southerly of and running parallel with the center line of the pavement of Coast Line Drive, said parallel line being the beginning of a curve concave to the north and having a radius of 213.5 feet;

thence northeasterly along said curved line a distance of 92.95 feet to the Point of Reverse Curvature of a curve concave to the southeast having a radius of 186.5 feet;

EXHIBIT B

thence Northwesterly and Westerly along and around the arc of said curve a distance of 87.27 Feet to the Point of Tangency with the back of the Municipal Parking Lot curb and gutter, said Point of Tangency lying 29.5 Feet Northerly of the center line of said pavement of Coast Line Drive;

thence Westerly along the back of said curb and gutter and a Westerly projection thereof a distance of 690 Feet, more or less, to an intersection with the center line of Hogan Street, said center line lying 25 Feet Westerly of, as measured at right angles to a southerly production of the Westerly line of Water Lot 26, Butts Map of Clark and Co;

thence Northerly along said center line a distance of 175 Feet, more or less, to an intersection with a line being an Easterly production of the southerly Right of Way line of that portion of Water Street lying Westerly of Hogan Street;

thence Westerly along said line a distance of 117 Feet, more or less, to the Point of Beginning.

Revised July 30, 1939

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LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT

General Provisions

Part I - Definitions

- A. The term "HCRS" as used herein means the Heritage Conservation and Recreation Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the Heritage Conservation and Recreation Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series).
- D. The term "project" as used herein means a single project, a consolidated project, a project element of a consolidated project or project stage which is subject to the project agreement.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund assistance project creates an obligation to maintain the property described in the project agreement consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

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EXHIBIT A

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- B. The State agrees that the property described in the project agreement and the dated project boundary map and part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it will not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. This replacement land becomes subject to Section 6(f)(3) protection. The approval of conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as fund reimbursement is provided.

In the event the HCRS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the State agrees to notify the Service of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The State further agrees to effectuate such replacement within a reasonable period of time, acceptable to the Service, after the conversion of property takes place. The provisions of this paragraph are also applicable to leased properties acquired and/or developed with fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service, and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement. The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement.
- D. The State agrees to comply with the policies and procedures set forth in the Heritage Conservation and Recreation Service (HCRS) Grants-in-Aid Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements.

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- F. The State agrees that a permanent record shall be kept in the project participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. The State shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the project agreement. The State shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the State or any political subdivision or other appropriate public agency to which fund assistance or property acquired or developed with fund assistance has been transferred for public recreation purposes.
 2. The State shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20004) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 3. The State shall comply with the regulations and guidelines promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior and the Heritage Conservation and Recreation Service.
 4. The provisions of the first three paragraphs apply to any part of the recreation system within which the assisted facility or property exists.
 5. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including Office of Management and Budget Circulars No. A-95 (Evaluation, review, and coordination of Federal assistance programs and projects) and A-102 (Uniform administrative requirements for grants-in-aid to State and local governments) and FPMR 76-6 (Cost principles applicable to grants and contracts with State and local governments) as they relate to the application, acceptance and use of federal funds for this federally assisted project.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents in by this reference made a part of the agreement.

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2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the ability and intention to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project period shall end on the date of completion or termination. For project elements added to a consolidated project, the project period will begin on the date the project element is approved.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-161, as modified (41 CFR 101-17.703). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, local laws and regulations.
6. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the HCRS may require.

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8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall insure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11284, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1971, Public Law 91-216, 87 Stat. 975, approved December 31, 1971. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the NCRS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The State agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The State further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
12. It will assist the NCRS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1960 (16 U.S.C. 467a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see 36 CFR part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction in excess of \$10,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids, and public openings. Copies of all advertisements, bids, and a copy of the contract shall be retained for inspection by the Director.
2. The State shall inform all bidders on contracts for construction that Federal funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed under contracts of \$10,000 or more. Such change orders shall be made a part of the project file and should be kept available for audit.
4. Contracts for construction 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).
5. The State will comply with other procurement standards of OHS Circular A-102, Attachment O, except for provisions related to compliance with Davis Bacon Act requirements (unless required by a program providing supplemental funding.) Should supplemental funding be provided which requires compliance with Davis Bacon Act requirements, all construction contracts awarded by the grantee and subgrantee in excess of \$1,000 shall include a provision for compliance with such Act: (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. The State shall incorporate, or cause to be incorporated, into all construction contracts exceeding \$10,000 (ten thousand), the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race or color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

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"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended (50 CFR 109 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The State shall (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the Secretary of the Interior and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations, and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Secretary of the Interior and to

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the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of the Interior pursuant to Part II, Subpart D, of Executive Order No. 11246, as amended, and (6) refrain from entering into any contract with a contractor debarred from Government contracts under Part II, Subpart D, of Executive Order No. 11246, as amended. In addition, the State agrees that if it fails or refuses to comply with these undertakings, the HCRS may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

E. Conflict of Interests

1. No official or employee of the State or Federal Government who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the State or Federal Government in connection with this project shall have a financial or other personal interest other than his employment or retention by the State, or Federal Government, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the State or Federal Government shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the State.
3. No member of or Delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The State and the Director shall be responsible for enforcing the above conflict of interest provisions.

NEW
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Heritage Conservation and Recreation Service Manual

Grants-in-Aid Series Part 610 Project Activation

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F. Hatch Act

The State will comply with the provisions of the Hatch Act which provides that no officer or employee of the State whose principal employment is in connection with any activity which is favored in whole or in part pursuant to this agreement shall take part in any of the political activity prescribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 110k (1964), with the exceptions therein enumerated.

G. Project Costs

1. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the Manual and FMC 76-4.
2. The agreement may include the use of the indirect cost rate currently approved, in accordance with FMC 76-4, for the State that is a party to this agreement.

H. Project Administration

1. The State shall promptly submit such reports and documentation as the Director may request.
2. Any moneys advanced to the State are "public moneys" (owned by the Federal Government) and shall be deposited in a bank with FDIC insurance coverage and the balances exceeding the FDIC coverage shall be collaterally secured as provided for in 12 U.S.C. 265.
3. The State shall use any funds received by way of advance payment from the United States under the terms of this agreement solely for the project or project stage described in the agreement.
4. Properties and facilities acquired or developed with fund assistance shall be available for inspection by the Service at such intervals as the Director shall require. The State will promptly submit quarterly inspection reports prepared under existing agreements between the Service and the State.

I. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project or the consolidated project element.
3. State and local governments are authorized to substitute microfilm copies in lieu of original records.

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Sheet 5

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Cont'd

4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subsidiaries which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

J. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project or consolidated project element at any time prior to the first payment on the project or consolidated project element. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recovered by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The State may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of contractual completeness agreed upon by the State and the Director or that all funds provided by the Heritage Conservation and Recreation Service be returned.

K. Lobbying with Appropriated Funds

Land and Water Conservation Fund moneys will be used in conformance with 16 USC 1913 which states that: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any Member in Congress, through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business."

U.S. DEPARTMENT OF THE INTERIOR
HERITAGE CONSERVATION AND RECREATION SERVICE

FLORIDA DEPARTMENT OF NATURAL RESOURCES
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

GRANT ACCOUNTABILITY POLICY

EXHIBIT C

I. Purpose and Applicability

The "Grant Accountability Policy" establishes uniform guidelines and procedures to be utilized in accounting for grant funds disbursed by the Department of Natural Resources under the Florida Recreation Development Assistance Program. This policy sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements for the program. Waiver or modification of the eligible costs, supporting documentation or reporting requirements may be made by the Department's Executive Director, or his designee, provided that the approval for any such changes shall be evidenced by an appropriate provision in the project agreement, or amendment thereto.

II. Definitions

(1) Affiliated Agencies: Subunits or divisions of the same governmental agency.

(2) Amendment: A formalized modification of an existing project agreement. Such amendments shall be executed by both the Department and Grantee. Department personnel may execute amendments in accordance with the approved delegation of authority in effect at the date of such amendment.

(3) Cash: Ready money utilized to purchase goods or services for accomplishment of the project. In-kind labor costs are not included within the definition of cash.

(4) Contract Manager: The official designated by the Department to serve as liaison agent in routine grant matters and to ensure performance of the terms and conditions of the project agreement.

(5) Date of Completion: The date when all work is completed (to include submission of a final report, if required) or the date specified in the project agreement, or any amendment thereto, whichever occurs first.

(6) Department: The Department of Natural Resources.

(7) Direct Costs: Costs that can be specifically identified as being incurred for the accomplishment of a particular project.

(8) Disallowed Costs: Reported project costs which are subsequently disallowed by the Department due to noncompliance with State laws, rules, regulations, or the project agreement.

(9) Donated Materials, Property and Services: Materials, property, or services contributed or provided at no cost to the Grantee from others. The value of such donated materials, property or services are not eligible costs for State reimbursement; nor may they be used, except for real property, as costs of the Grantee where the Grantee is required to fund a certain percentage or amount of the total costs. The value of donated real property may be used as costs of the Grantee for certain projects where the Grantee is required to fund a certain percentage or amount of total costs. Authorization by the Department for such use of donated real property and the method of establishing the value for such property shall be evidenced by appropriate provisions in the project agreement or amendment thereto.

(10) Eligible Costs: Costs identified by State laws, rules or project agreement, or amendments thereto, as being reimbursable with program funds.

(11) Grantee: Any county general government and incorporated municipality of Florida as well as statutory or Constitutional agencies of the State of Florida with legal authority and responsibility of the provision of outdoor recreation areas and facilities for the use and benefit of the general public that is receiving program grant funds.

(12) Grant: Obligation of funds by the Department for the accomplishment of a specified project by a Grantee.

(13) Indirect Cost: Costs incurred for common or joint purposes that cannot be readily identified as being incurred solely for the accomplishment of a particular project.

(14) In-Kind Services: The Grantee's utilization of in-house resources (labor, equipment, or materials) to accomplish a specific project. Donated materials, property, or services are not included within the definition of in-kind services.

(15) Program: The Florida Recreation Development Assistance Program

(16) Project: A planned undertaking with program funds by a Grantee in which all actions have a well defined, common objective and there are fixing beginning and ending dates.

(17) Project Agreement: A written contract executed by the Department and Grantee setting forth in detail the mutual obligations of both parties.

(18) Project Administrator: The official designated by the Grantee to serve as a liaison agent in routine matters and provide direct project supervision and administration.

(19) Project Cost: All necessary and reasonable cost incurred by a Grantee in accomplishing the objectives of a project during the project period.

(20) Project Engineer or Architect: A professional engineer or architect registered in the State of Florida.

(21) Project Financial Officer: The official who is primarily responsible for maintaining the financial and accounting records of the Grantee.

(22) Project Period: The specified period of time during which all contracted work must be accomplished.

(23) Termination: The cancellation of a grant or contract, by either the Department or Grantee at any time prior to the date of completion with written notification, or by the Department for reasons of non-compliance with State laws, rules, regulations, or the project agreement.

III. Disbursement of Funds

Program grant funds shall be disbursed by the Department directly to project Grantees in accordance with good cash management principles, and in no more than three installments. The Department shall retain ten percent (10%) of its obligation until final completion and approval of the project.

IV. Contract Classification

Program grants are classified as actual costs contracts whereby a Grantee is reimbursed for eligible costs (or a specified portion) incurred in accomplishing the project.

V. Competitive Open Bidding and Purchasing

Competitive open bidding and purchasing for the accomplishment of the project shall comply with all applicable law. Following completion of project construction, the Grantee shall provide a statement certifying that all contracts for construction or purchases were competitively bid pursuant to applicable law.

VI. Eligible Costs, Supporting Documentation and Billing Guidelines

In general, it is the Department's intent that grant funds be obligated for work not yet undertaken, rather than paying for work that has already commenced or been completed. Certain preagreement costs, however, are allowed under the program and must be clearly identified in the project agreement, or amendments thereto.

A. Eligible Costs - To be eligible for reimbursement under the program, costs must be necessary and reasonable for the effective and efficient accomplishment of the project and be directly allocable thereto pursuant to State laws, rules, and regulations. Costs must be incurred and work performed within the project period with the exception of preagreement costs specifically identified within the project agreement; or amendments thereto. Costs must be net of all

applicable credits such as purchase discounts, allowances, sales of scrap, and income from incidental services. The following paragraphs identify eligible and ineligible costs for reimbursement:

1. Contractual Services.

a. Eligible - Costs of work performed by private or independent contractors that is directly related to the accomplishment of the project for a Grantee.

b. Ineligible - Costs for work performed by private or independent contractors pursuant to cost plus or contingency fee contracts.

2. Salaries and Wages.

a. Eligible - Salaries and wages of employees for the performance of work directly related to the accomplishment of the project. Hourly wage rates shall be calculated by dividing the employee's regular gross annual salary for pay purposes by 2,088 gross annual work hours. Overtime charges for such employees shall be eligible costs provided they are necessary and approved by the Grantee's project administrator. Overtime charges shall be computed in accordance with the Grantee's normal policy for payment of overtime to employees.

b. Ineligible - Salaries and wages of employees responsible for administration and general activities who do not perform work directly related to the accomplishment of the project. Salaries and wages of employees performing routine daily servicing of equipment including general maintenance and repair work.

3. Employee Benefits

a. Eligible - Up to 40% of eligible salaries and wages of employees shall be allowed as a reasonable reimbursement for:

(1) Accrued annual, sick, and holiday leave based upon a maximum of 15% of salaries and wages of employees who accrue such benefits from the Grantee.

(2) Employee benefits (FICA, Retirement, Health and Life Insurance, Workmans Compensation, etc.) based upon a maximum of 25% of salaries and wages of employees who receive such benefits from the Grantee.

b. Ineligible - Employee benefits in excess of the standard allowance paid to or for the account of employees.

4. Material and Supplies.

a. Eligible - All costs of materials and supplies consumed or expended in accomplishing the project including direct purchases as well as withdrawals from Grantee's stock.

b. Ineligible - Costs of small tools (shovels, saws, hammers, drills, etc.) and clothing or uniforms worn by employees. Operating expendables or replacement parts purchased for Grantee owned equipment used on the project.

5. Equipment.

a. Eligible - All reasonable costs for equipment which is required to be used or to be kept available at the site for the accomplishment of the project.

(1) The actual cost incurred for the rental of equipment by the Grantee from independent sources for the time such equipment is used or required to be available to accomplish the project.

(2) Hourly rental rates of Grantee owned construction equipment shall, by mutual agreement between the Grantee and Department, conform to the schedule of hourly rental rates set forth on DNR Form 42-068, attached. In instances where Grantee owned construction equipment is not identified, the Grantee shall obtain three written or verbal quotes from private firms which sets forth the prevailing rental rate for such equipment in the project area. These quotes are then compared to the Grantee's established rate. Before commencing construction of the grant project, the grantee must send the following information to the Department:

(a) Acceptance of hourly rental rates set forth on DNR Form 42-068. This form must be signed by the Grantee's project liaison agent.

(b) If applicable, DNR Form 42-069, attached, citing Grantee rental rate and three quotes from private firms for grantee owned equipment not included on the schedule of hourly rental rates. The lowest rate will be utilized except the hourly rental rate for Grantee owned equipment shall not exceed 1/40th of the weekly rental rate listed in the "Rental Rate Blue Book for Construction Equipment" (Blue Book) as published by the Equipment Guide Book which is current at the time the project is authorized. If such equipment is continuously required for use on a project in excess of 30 calendar days, the hourly rental rate shall not exceed 1/76th of the monthly rental rate listed in the Blue Book. Regional adjustment factors as set forth in the Blue Book shall be applied to the rental rates. If the Blue Book does not provide a rental rate for a piece of equipment, then the rental rate shall be established at the prevailing rental rate being paid for such equipment in the area where the project is located.

For each hour that equipment is actually being operated, an allowance shall be made for operating costs (including fuels, lubricants, repairs, and servicing) in accordance with the estimated operating cost per hour as listed in the Blue Book. If the Blue Book does not provide an estimated operating cost for a piece of equipment, the operating allowance shall be 15 percent of the rental rate.

...but not operating,
the Grantee shall only be compensated for the authorized rental rate exclusive of the operating costs.

As an alternative to accounting for equipment rental costs on both an operating and non-operating basis, the Grantee may elect to select one equipment rental rate for each piece of equipment utilized on the project with built-in downtime incorporated into such a rate. The hourly rental rate under this method shall not exceed 50 percent of the rates established immediately above. (This calculation is based upon an estimated 50 percent equipment utilization rate.)

b. Ineligible - Costs of repairs or servicing of Grantee owned equipment. Rental charges subsequent to completion of the need for a piece of equipment for the project.

6. Donated Services, Materials, Supplies, Equipment, or Property.

a. Eligible - With written authorization by the Department's Contract Manager, Office Chief or Division Director, and Executive Director, as evidenced by the project agreement, the value of donated real property may be used as all or part of the Grantee's matching requirement. The project agreement shall clearly specify the value assigned as the Grantee's program match.

b. Ineligible - Values assigned to any donated property, materials or services used in accomplishing the project except for real property as noted above.

7. Indirect Costs.

a. Eligible - Fifteen percent (15%) of the amount of eligible salaries and wages of Grantee employees shall be allowed as a reasonable reimbursement for indirect costs. Indirect costs include but are not limited to, general operating expenses (such as insurance, storage, office space, utilities, telephones, postage, office supplies, etc.) and general administrative services (such as Personnel, Purchasing, Fiscal, etc.)

b. Ineligible - Indirect costs in excess of the standard allowance.

B. Supporting Documentation.

1. Contractual Services - Services provided for a Grantee by private or independent contractors shall be evidenced by a formal agreement or contract executed by all appropriate parties specifying the exact terms and conditions. Competitive bid specifications, actual bids received and contract documentation shall be retained by the Grantee for submittal to the Department, if requested.

2. Salaries and Wages - Payroll registers or journals, payroll warrants, and other financial source documents shall be maintained to substantiate the rates

or pay and actual payments to Grantee employees. Hours of work reported for Grantee employees shall be supported by individual time records signed at a minimum by the immediate field supervisor (foreman) and approved by the Grantee's project administrator. These records shall reflect the general categories of work performed and project elements identified in the project agreement.

3. Employee Benefits - A standard allowance of 40% of eligible salaries and wages is provided for employee benefits and no specific supporting documentation need be maintained for such costs.

4. Materials and Supplies.

a. Direct Purchases - Vendor invoices shall be maintained that include a description of the items and quantity purchased, unit cost and total cost, less applicable discounts. Invoices shall also contain the delivery date and signature of a Grantee employee assigned to work on the project along with a description of the general use for such materials or supplies. Purchase orders, requisitions and competitive bid documentation as applicable shall be maintained for such purchases. Cancelled warrants shall be maintained as evidence of payment for such purchases.

b. Grantee Stock - Materials or supplies taken from Grantee's stock or inventory shall be supported by material requisitions or other job order/project cost records signed by the storekeeper and Grantee employee assigned to work on the project. These source documents shall describe items in detail and identify the general use of such materials in the project. Appropriate records (i.e. vendor invoices, cancelled checks etc.) shall be maintained to support unit costs of the materials based upon the Grantee's normal method of inventory valuation. No warehouse or overhead charges added by the Grantee shall be allowed.

5. Equipment - Equipment usage logs, project activity reports, or other operational cost reports shall be maintained to reflect the daily use of each piece of equipment. These records shall reflect the general work performed and equipment operator as well as the actual dates and hours of use. These records shall be signed at a minimum by the immediate field supervisor (foreman) and approved by the project administrator. Invoices and other documentation such as cancelled checks and purchase orders shall be maintained to support charges for rental costs of equipment obtained from independent sources.

6. Donated Real Property - Appraisals or other documentation as required by the Department shall be maintained and submitted for review to support values established for donated real property.

wages for Grantee employees is provided for indirect costs and no specific supporting documentation need be maintained for such costs.

C Billing - The Grantee shall submit the Actual Cost Contract Payment Request, DNR For 15-032(16), to the Department for reimbursement of grant costs. This payment request shall be accompanied by the documentation or schedules specified below for those costs that are to be reimbursed by the Department. Progress and final payments shall be made upon the approval of the Department's contract manager and Office Chief or Division Director. A certification of completion by a registered engineer or architect and the Grantee's project administrator shall be required prior to the final disbursement of funds. A certification shall be required prior to the final disbursement of funds by the Department, from the Grantee's purchasing official, that all such purchases for the project were made at a minimum, in accordance with all applicable law.

1. Contractual Services - The Contractual Purchases Schedule, DNR Form 42-062, shall be submitted for contractual purchases. The contractor's name, check or voucher number and date, cost, general description of work performed and project element affected shall be reported to the Department.

2. Salaries and Wages - The Grantee Labor and Travel Cost Schedule, DNR Form 15-033(16), shall accompany payment requests for reimbursement of salaries and wages of Grantee employees. The following information shall be reported:

- a. Last name of employee and initials;
- b. Job classification and description of work performed;
- c. Project hours this billing;
- d. Rate of pay;
- e. Project labor cost this billing;
- f. Project element affected;

3. Employee Benefits - Employee benefits shall be calculated at 40% of salaries and wages and shall be reported as a line item on payment request.

4. Materials and Supplies.

a. Direct Purchases - The Direct Material Purchases Schedule, DNR Form 15-034(16), shall accompany payment requests for reimbursement of direct material purchases. The vendor's name, check or voucher number and date, costs, general description of items purchased and project elements affected shall be reported to the Department.

b. Grantee Stock - The Grantee Stock Material Cost Schedule, DNR Form 15-035(16), shall accompany payment requests for reimbursement of materials utilized from Grantee's stock or inventories. The material requisition date

and number, general description of materials used, project element affected and applicable costs shall be reported to the Department.

5. Equipment - The Grantee Equipment Cost Schedule, DNR Form 15-066 shall accompany payment requests for reimbursement of equipment rental costs or for utilization of Grantee owned equipment. The type of equipment and general use shall be reported to the Department along with equipment hours, DNR Rates or rental costs, actual operating hours, project element affected and operating allowances.

6. Donated Real Property - Values established for donated real property shall be reported on the payment requests only upon prior written consent of the Department. The Grantee shall submit such documentation as required by the Department to support the values established for such property.

7. Indirect Cost - Indirects costs shall be calculated at 15% of employee salaries and wages and shall be reported as a line item on payment requests.

8. Alternate Billing Procedures.

a The Grantee may request advance written approval of the Department's contract manager to submit other available accounting records in lieu of the specified Department forms, provided such alternate records contain the same detailed information.

b The Grantee may request advance written approval of the Department's contract manager to engage independent Certified Public Accountants to provide a review and compilation of project costs presented in the same general cost categories as contained on the actual cost payment request form, DNR-032(16). Such statements shall be accepted in lieu of the other specified Department forms required above for actual cost contracts only if payment requests are withheld by the Grantee until completion of the project and submitted with the CPA's report. The additional costs incurred by the Grantee for this alternate billing method shall not be eligible for reimbursement but shall be compensated through the allowance for indirect costs.

7II. Services Provided by Affiliated Agencies.

If the Grantee obtains services or purchases materials from affiliated governmental agencies, such costs shall be supported and billed in the same manner as required for the Grantee.

VIII. Record Retention and Audits.

(1) Grantees shall retain all records in support of the project costs included in the payment requests for three fiscal years (grantee) after the fiscal year in which final payment was made by the Department to the Grantee.

(2) All records of the Grantee in support of the project costs included in payment requests shall be subject to review by the Department, the Auditor General, Comptroller or others who may be authorized to audit the records of the Department which involves the Grantee.

IX. Forms.

Described below are grant forms available from the Department:

DNR 42-062..... Contractual Purchases Schedule
DNR 15-032(16)..... Actual Cost Contract Payment Request
1-82
DNR 15-033(16)..... Grantee Labor and Travel Cost Schedule
1-82
DNR 15-034(16)..... Direct Material Purchases Schedule
1-82
DNR 15-035(16)..... Grantee Stock Material Cost Schedule
1-82
DNR 42-066..... Grantee Equipment Cost Schedule
5-82
DNR 42-068..... Schedule of Grantee Owned Equipment
1-84 Hourly Rental Rates
DNR 42-069..... Written or Verbal Quotes for Grantee
1-84 Owned Equipment

ACTUAL COST CONTRACT PAYMENT REQUEST

Grantee _____ Project _____
 Billing Period _____ Billing# _____
 DNR Program _____ DNR Division Recreation and Parks

	<u>Project Costs This Billing</u>	<u>Cumulative Project Costs</u>
<u>Contractual Services</u>		
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
 Salaries and Wages	_____	_____
Employee Benefits (40% of Salaries)	_____	_____
Materials and Supplies	_____	_____
Direct Purchases (DNR 15-034 (16))	_____	_____
Grantee Stock DNR 15-035 (16)	_____	_____
Grantee Equipment DNR 42-066	_____	_____
Travel DNR 15-033 (16)	<u>Not Applicable</u>	<u>Not Applicable</u>
Donated Real Property	_____	_____
Indirect Costs (15% of Salaries)	_____	_____
TOTAL PROJECT COSTS	\$ _____	\$ _____

Certification: I hereby certify that the above expenses were incurred for the work indentified as being accomplished for the purposes of this project.

Certification: I hereby certify that documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Project Administrator/Date

Chief Financial Officer/Date

DNR USE ONLY

State funding participation: _____

Total project cost to date: \$ _____

State obligation to date: _____

State retainage (_____ %): _____

State obligation remaining: _____

State funds previously disbursed: _____

State funds due this billing: \$ _____

Reviewed and approved by: _____

DNR Project Administrator/Date
DNR 15-032-(16)

Bureau Chief for Division Director/Date

DEPARTMENT OF NATURAL RESOURCES
GRANTEE STOCK MATERIAL COST SCHEDULE

Grantee _____ Project _____ Billing Period _____ Billing \$ _____

NR Program _____ DNR Division Recreation and Parks

Material Requisition Date	Number	General Description	Material Cost
_____	_____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total			\$ _____

Certification: I hereby certify that the materials reported above were used in accomplishing this project.

Certification: I hereby certify that detailed material requisitions, job order costs sheets, cost allocation records and other appropriate documentation have been maintained as required to support the material costs claimed above and are available for audit upon request.

Project Administrator _____ Date _____

Chief Financial Officer _____ Date _____

DEPARTMENT OF NATURAL RESOURCES
GRANTEE STOCK MATERIAL COST SCHEDULE

Grantee _____ Project _____ Billing Period _____ Billing# _____

NR Program _____ DNR Division Recreation and Parks

Material Requisition		General Description	Material Cost
Date	Number		
_____	_____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total			\$ _____

Certification: I hereby certify that the materials reported above were used in accomplishing this project.

Certification: I hereby certify that detailed material requisitions, job order costs sheets, cost allocation records and other appropriate documentation have been maintained as required to support the material costs claimed above and are available for audit upon request.

Project Administrator _____ Date _____

Chief Financial Officer _____ Date _____

**DEPARTMENT OF NATURAL RESOURCES
DIRECT MATERIAL PURCHASES SCHEDULE**

Contract # _____ Project _____
 IR Program _____ DNR Division Recreation and Parks

Billing Period _____ Billing # _____

<u>Vendor Name</u>	<u>Check Number and Date</u>	<u>Cost</u>	<u>General Description and Project Element</u>
_____	_____	\$ _____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		TOTALS \$ _____	

Certification: I hereby certify that the purchases listed above were used in accomplishing the project pursuant to the project agreement.

Certification: I hereby certify that invoices, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Project Administrator _____ Date _____

Chief Financial Officer _____ Date _____

15-034(16)
7-84

WRITTEN OR VERBEL QUOTES FOR GRANTEE OWNED EQUIPMENT

Grantee _____ Project _____
Billing Period _____ Billing # _____
DNR Program _____ DNR Division Recreation and Parks

Type of Equipment: _____

Vendor:

1. Company _____ Address _____
City _____ Phone No. _____
Quoted by _____
2. Company _____ Address _____
City _____ Phone No. _____
Quoted by _____
3. Company _____ Address _____
City _____ Phone No. _____
Quoted by _____

Vendor:

1. Company _____ Address _____
City _____ Phone No. _____
Quoted by _____
2. Company _____ Address _____
City _____ Phone No. _____
Quoted by _____
3. Company _____ Address _____
City _____ Phone No. _____
Quoted by _____

Vendor:

1. Company _____ Address _____
City _____ Phone No. _____
Quoted by _____
2. Company _____ Address _____
City _____ Phone No. _____
Quoted by _____
3. Company _____ Address _____
City _____ Phone No. _____
Quoted by _____

SCHEDULE OF GRANTEE OWNED EQUIPMENT HOURLY RENTAL RATES

Grantee _____ Project _____
 DNR Program _____ DNR Division _____

Air compressor (200 cfm @ psi)	\$ 2.14
Bulldozer	16.40
Crane/mobile	19.81
Dragline/crawler	13.92
Dragline/truck mounted	6.34
Dump truck/diesel	11.37
Dump truck/gas	13.35
Gradall	11.38
Harvester	24.76
Hydraulic back hoe	17.80
Sedan	4.08
Station wagon	4.62
Tractor w/mower/diesel	6.69
Tractor w/mower/gas	7.60
Trailer, 12 ton tilt	.57
Truck, 4x2 1/2 ton	3.52
3/4 ton	3.52
Truck 4x4 1/2 ton	4.27
3/4 ton	4.27
Truck 1 1/2 ton	4.90
Truck 1 ton/included batched	4.56
Truck 2 ton flat bed	4.87
Truck 2 1/2 ton flat bed	5.16
Truck 1 1/2 ton spray	8.22
Trailer, semi low bed	2.37

_____ hereby accepts the above Schedule of Hourly Rental Rates for its in-house equipment for the purpose of constructing this project.

 Project Administrator

 Date

 Chief Financial Officer

 Date

NR 42-068

.-84

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES
Land and Water Conservation Fund
Amendment to Project Agreement

This Amendment to Project Agreement No. 12-00182 is hereby made and agreed upon by the State of Florida acting through the Executive Director of the Department of Natural Resources and City of Jacksonville pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (as amended). The State of Florida and the City in mutual consideration of the covenants made herein and in the agreement of which this is an amendment, do covenant as follows:

That the above mentioned Agreement is amended by adding the following:

Paragraph 11(2) of the Agreement is rescinded, and the City agrees to begin construction on the project on or before July 26, 1982.

In all other respects the Agreement of which this is an amendment and the plans and specifications relevant thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date entered below.

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

CITY OF JACKSONVILLE

Recommended
By: [Signature]

Way C. Landrum
Liaison Officer
State of Florida
Land and Water Conservation Fund

Accepted
By: [Signature]

Its Agent for this Purpose

MAYOR
Title

Approved
By: [Signature]

Elton J. Gissendanner
Executive Director
Its Agent for this Purpose

Attest: [Signature]

Corporation Secretary

Effective Date: May 14, 1982

APPROVED AS TO
FORM AND QUALITY.

Page 1 of 1
DNR 42-039

ATTORNEY GENERAL

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

Land and Water Conservation Fund
Amendment to Project Agreement

This Amendment to Project Agreement No. 12-00182 is hereby made and agreed upon by the State of Florida acting through the Executive Director of the Department of Natural Resources and the City of Jacksonville pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (as amended). The State of Florida and the City in mutual consideration of the covenants made herein and in the agreement of which this is an amendment, do covenant as follows:

That the above mentioned Agreement is amended by adding the following:

Project title and site location are changed to Metropolitan Park. Project scope includes site work, access roads and parking, pedestrian paving, utilities, landscaping, shade structures, shoreline improvements, amphitheatre, restrooms and related support facilities.

Increase Fund support level from \$1,000,000 to \$1,749,490.35. The federal share of this increase will be \$749,490.35. The new federal share will be \$1,749,490.35.

The City agrees to commence construction within six (6) months of the effective date of this amendment.

In all other respects the Agreement of which this is an amendment and the plans and specifications relevant thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date entered below.

*Pro
me
MMS
PC*

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

CITY OF JACKSONVILLE

Recommended
By: [Signature]

Accepted
By: [Signature] X
Its Agent for this Purpose

Liaison Officer
State of Florida
Land and Water Conservation Fund

Title

Approved
By: [Signature]

Attest: [Signature]

Executive Director
Its Agent for this Purpose

[Signature]
DNR Contract Manager

Effective Date: December 17, 1982

[Signature]
DNR Attorney

N/A
[Signature]
DNR Contract Administrator

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

Land and Water Conservation Fund
Amendment to Project Agreement

This Amendment to Project Agreement No. 12-00182 is hereby made and agreed upon by the State of Florida acting through the Executive Director of the Department of Natural Resources and the City of Jacksonville pursuant to (Metropolitan Park) the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (as amended). The State of Florida and the City in mutual consideration of the covenants made herein and in the agreement of which this is an amendment, do covenant as follows:

That the above mentioned Agreement is amended by adding the following:

Extend project completion date from
June 30, 1984 to December 31, 1984
to track with federal project completion date.

In all other respects the Agreement of which this is an amendment and the plans and specifications relevant thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date entered below.

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

CITY OF JACKSONVILLE

Recommended
By: Ney O. Landrum

Ney O. Landrum
Liaison Officer
State of Florida
Land and Water Conservation Fund

Accepted
By: Donald R. McClure

Its OFFICIAL ADVICE IS HEREBY GIVEN
FOR: MAYOR JAKE M. GOBOLD
UNDER AUTHORITY OF
EXECUTIVE ORDER No. 83-57

Title

Approved
By: Elton J. Glessendanner

Elton J. Glessendanner
Executive Director
Its Agent for this Purpose

Attest: Violet Davis

Cheryl Sullivan
DNR Contract Manager

Effective Date: 9-4-84

Barbara G. Mathews
DNR Attorney

Cheryl Sullivan
DNR Contract Administrator

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

PC Official
STATE Florida
Project Amendment No. 12-00182.3

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT To Project Agreement No. 12-00182 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Florida pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

Project completion date shall be extended from
12/31/84 to 6/30/85.

Fla-Duval-Jacksonville
12-031-1510

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By [Signature]
(Signature)
Program Manager
(Title)

National Park Service
United States Department of
the Interior

Date DEC 5 1984

STATE

Florida
(State)
By [Signature]
(Signature)

Ney C. Laurum
(Name)

State Liaison Officer
(Title)

NPS 10-902a
(7-81)