

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMENDMENT NO. 2 TO AGREEMENT

This Amendment to Agreement No. 18075 , referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “Commission,” and the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 59-1155275, whose address is 1525 East Jefferson Street, Building A, Brooksville, Florida 34601, hereinafter “Grantee”, collectively, “Parties”, and amends that Agreement entered into between the Commission and the Grantee dated April 26, 2019, amended on May 19, 2021, and hereinafter referred to as the “Amended Agreement”.

In consideration of the mutual benefits set forth herein and in the Amended Agreement, the parties agree to amend the Amended Agreement, as follows, which amendments shall govern to the exclusion of any provision of the Amended Agreement to the contrary:

Whereas the Amended Agreement expired on March 31, 2022; and,

Whereas the Commission and the Grantee desire to reinstate and extend the terms of the Amended Agreement;

Now, Therefore, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

- The Amended Agreement is hereby reinstated and extended as though it had never expired.**
- Paragraph 1, Page 1**, of the Amended Agreement is hereby amended to read as follows:

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, FL 32399-1600, hereafter “**Commission**”, and the Hernando County Board of County Commissioners, FEID #59-1155275, whose address is 15470 Flight Path Dr, Brooksville, FL 34604, hereinafter “**Grantee**”.

- Section 3, Part A**, of the Amended Agreement is hereby amended to read as follows:

A. Agreement Period and Commission’s Limited Obligation to Pay. **This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 03/31/2023.** However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission’s Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. Section 10, Notices and Correspondence, Grant Manager for the Grantee of the Amended Agreement is hereby amended to read as follows:

Keith Kolasa
Aquatic Service Manager
Hernando County Board of County Commissioners
15470 Flight Path Dr
Brooksville, FL 34604
Telephone: 352.754.5884
Email: KKolasa@HernandoCounty.us

5. Final page, List of Attachments of the Amended Agreement is hereby amended to read as follows:

Attachment A2 – Revised Scope of Work
Attachment B – Requirements of the Federal and Florida Single Audit Acts with Exhibit 1, Federal and State Funding Detail
Attachment C – Site Dedication Form
Attachment D – Cost Reimbursement Contract Payment Requirements
Attachment E – Sample Invoice and Partial Payment Request Form
Attachment F – Project Progress Report Form
Attachment G – Certification of Completion Form
Attachment H – Post Award Use and Access Annual Report Form

6. Attachment A1, Revised Scope of Work of the Amended Agreement, is hereby replaced in its entirety with Attachment A2, Revised Scope of Work, attached hereto and made part hereof.

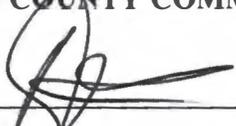
7. Attachment H, Post Award Use and Access Annual Report Form is hereby attached hereto and made part hereof.

All provisions of the AMENDED AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.
SIGNATURE PAGE TO FOLLOW.**

**HERNANDO COUNTY BOARD
OF COUNTY COMMISSIONERS**



Name: Steve Champion
Title: Chairman
Date: October 11, 2022

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Digitally signed by Brian G. Smith
Date: 2022.10.21 13:33:04 -04'00'


Name: Brian G. Smith
Title: Deputy Director
Date: 10/21/2022

Approved as to form and legality by FWC Attorney:

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**
BY 
County Attorney's Office

Brandy C. Elliott
Commission Attorney

REVISED SCOPE OF WORK

1. PROJECT DESCRIPTION

- A. Purpose and Background:** The purpose of this project is to improve boat access to the Withlacoochee River by designing renovations to the boat ramp at Lake Townsen Park as well as constructing a portion of those renovations. Renovations will include a new single-lane concrete boat ramp, a new floating boarding dock, a new sidewalk, and improvements to the access road. Construction of the boat ramp and floating boarding dock will be completed under a later agreement.
- B. Project Benefits:** The new concrete boat ramp will provide a safer launching surface and allow for launching vessels when water levels are lower. The new floating dock and sidewalk will make the boat ramp ADA accessible.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*, attached hereto and made a part hereof as **Attachment D**.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until March 31, 2023. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by March 31, 2023.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of \$91,500.00.

- A. Deliverable 1:** The Grantee will use Program funds to procure contracted services to design and permit a single-lane concrete boat ramp, a floating boarding dock, a new sidewalk, and improvements to the access road on the Withlacoochee River at Lake Townsen Park.

Deliverable 1 Tasks:

- Grantee will complete all required environmental surveys and assessments;
- Create draft conceptual and project design plans to be approved by the FBIP grant manager;
- Upon approval of preliminary design by the Commission, Grantee will complete final design plans and apply for all necessary permits;

Compensation: Total payment for this deliverable will not exceed \$65,465.00.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide topographic and bathymetric surveys conducted, draft plans, final plans, and permits or final decision by permitting agencies to the Florida Fish and Wildlife Conservation Commission (FWC) grant manager. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

- B. Deliverable 2:** The Grantee will, utilizing final construction plans approved by FWC grant manager, prepare the project site for boat ramp and floating dock construction as well as construct sidewalk and access road improvements at Lake Townsen Park. The boat ramp and floating dock will be constructed under a later agreement.

Deliverable 2 Tasks:

- Prepare project site for boat ramp and floating dock construction;
- Construct approximately 180 linear feet of sidewalk to provide access to the dock; and
- Make improvements to access driveway.

Compensation: Total payment for this deliverable will not exceed \$26,035.00.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered, final project photos, and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

- A.** Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B.** In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C.** Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D.** Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

- A. Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.
- B. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.
- C. Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.
- D. Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.
- E. Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 18-023, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. Certificate of Completion:** Upon completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, the final Project Progress Report Form, attached hereto and made a part hereof as **Attachment F**, and a Certification of Completion Form, attached hereto and made a part hereof as **Attachment G**, which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the form.
- H. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement / Site Dedication Form is attached hereto and made a part hereof as Attachment C. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certification of Completion, Attachment G.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication and Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- I. Acknowledgement:** Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.
- J. Directional Signs:** Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall,

at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission’s Grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$91,500.00. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission’s Grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	\$0	\$0	\$0
1	Contracted Services	\$65,465	\$0	\$65,465
	Permitting & Project Inspection Fees	\$0	\$0	\$0
	Site Preparation	\$0	\$0	\$0
	Demolition & Removal	\$0	\$0	\$0
2	Construction	\$26,035	\$1,274.20	\$27,309.20
	Equipment (Rental or In-Kind Use)	\$0	\$0	\$0
	Contingency Costs	\$0	\$0	\$0
	Other Costs	\$0	\$0	\$0
	Pre-Award Costs	\$0	\$0	\$0
	TOTAL	\$91,500	\$1,274.20	\$92,774.20
	PERCENTAGE	98.63%	1.37%	100.00%

B. Cost Share: The Grantee agrees to provide 1.37% of the cost of the total cost of the project. The total compensation by the Commission shall be \$91,500 or 98.63% of the total cost, whichever is less.

C. Pre-Award Costs: The Hernando County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

- C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$92,774.20. The Commission agrees to reimburse the Grantee for an amount not to exceed \$91,500 or 98.63% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of \$1,274.20 or 1.37% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.
- D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's Grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E) and supporting documentation,**
- **Certification of Completion Form (Attachment G) with required photos,**
- **Final Project Progress Report (Attachment F),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement / Site Dedication (Attachment C) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's Grant manager, the Grantee may submit a Reimbursement Request, Attachment E.

Grantees shall submit a detail of claims for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee’s service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment B, Requirements of the Federal and Florida Single Audit. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission’s grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission’s grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

C. Project Maintenance: The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

D. Project Progress Reports: Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment F. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission’s grant manager according to the following schedule:

<u>Reporting Period</u>	<u>Report due by:</u>
January through March	April 15 th
April through June	July 15 th
July through September	October 15 th
October through December	January 15 th

E. Annual Reports: Following completion of a Construction Project, but not a project that involves only design, engineering, and permitting, or for grants for the installation of waterway markers or

other projects on sovereign submerged lands, the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment H shall be used to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

No additional requirements. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section H, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. Fees: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section H, Site Dedication, above in Section 4, Performance

to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.

- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
POST AWARD USE & ACCESS ANNUAL REPORT
ATTACHMENT H**

Recipient: Hernando County BOCC FWC AGREEMENT # 18075

Project Title: Lake Townsen Park Boat Ramp

Project Address: _____

Agreement End Date: _____

Useful Life End Date: _____

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

\$ _____

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: _____ Date: _____

Title: _____

Submitted by: _____

Title: _____