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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2006-096**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, APPROVING AGREEMENT NO. CZ719 WITH  
THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND AUTHORIZING THE CITY MANAGER TO ACCEPT \$50,000 IN  
GRANT FUNDING FOR COCO PLUM BEACH IMPROVEMENTS**

**WHEREAS**, the City of Marathon (the “City”) is planning improvements to Coco Plum Beach, including improvements to the parking area, the installation of new gates and a handicap accessible composting toilet building, construction of a boardwalk for handicap accessible viewing area of beach, stabilization of the beach dune with sea oat plantings, and the installation of educational signage (the “Project”); and

**WHEREAS**, the Florida Department of Environmental Protection has offered to provide up to \$50,000 in grant funding to the City for the Project; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Agreement No. CZ719 with the Florida Department of Environmental Protection to set forth the terms and conditions of the grant funding.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF MARATHON, FLORIDA, THAT:**


**Section 1.** The above recitals are true and correct and are incorporated herein

**Section 2.** The Council hereby approves Agreement No. CZ719 between the City and the Florida Department of Environmental Protection that is attached as Exhibit “A” hereto. The City Manager and City Attorney are authorized to finalize the terms and conditions of the Agreement and the Mayor is authorized to execute said Agreement on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.


**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 27<sup>th</sup> day of June, 2006.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Christopher M. Bull, Mayor

AYES: Mearns, Pinkus, Tempest, Worthington, Bull  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier  
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney

RECEIVED  
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BY: DR

DEP AGREEMENT NO. CZ719

STATE OF FLORIDA  
COASTAL ZONE MANAGEMENT PROGRAM GRANT AGREEMENT  
PURSUANT TO THE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION COOPERATIVE AWARD

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department" or "DEP") and the CITY OF MARATHON, whose address is 10045-55 Overseas Highway, Marathon, Fl 33050 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide federal funding for COCOPLUM BEACH PARK ENHANCEMENT PROJECT.

WHEREAS, the Department is the recipient of federal financial assistance from the National Oceanic and Atmospheric Administration (NOAA), awarded on *July 1, 2006*, pursuant to cooperative annual award #NA06NOS4190129 and, as the result of this Agreement the Grantee has been determined to be a subrecipient of federal financial assistance from the National Oceanic and Atmospheric Administration; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in the performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT

- A. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
- B. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- C. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and receipt of funding from NOAA. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- D. The Grantee acknowledges that receipt of this grant does not imply that the project qualifies for any applicable state permit or approval.

2. PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and end no later than September 30, 2007, inclusive. No work may commence and no funds may be expended on Section 306A projects until the Florida Coastal Management Program (FCMP) and NOAA has approved the Section 306A checklist. Projects funded with Section 306A funds must comply with Section 306A of the Coastal Zone Management Act, which may be accessed at [www.ocrm.nos.noaa.gov/czm/czm\\_act.html#anchor203265](http://www.ocrm.nos.noaa.gov/czm/czm_act.html#anchor203265).

3. FUNDING/CONSIDERATION

- A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$50,000 toward the total project cost described in **Attachment A**.

- B. Only project costs incurred during the eligible period as identified in paragraph 2. of this Agreement, as shown by project invoices, are eligible for reimbursement. In order to be reimbursed, costs under this Agreement must be obligated and all work completed by the Grantee by the end of the grant award period established in paragraph 2. Ten percent (10%) of the funds eligible for reimbursement under this Agreement may be withheld pending receipt and approval of all work products and deliverables as identified in **Attachment A**.
- C. The parties hereto understand and agree that this Agreement requires a cost sharing or match on the part of the Grantee in the amount of \$50,000 in cash, in-kind, or third party in-kind, towards the work funded under this Agreement. All cost sharing/match shall meet the federal requirements established in 48 CFR Part 31, 15 CFR 14.23, 15 CFR 24.24 and OMB Circulars A-87, A-122 and A-21, as applicable.
- D. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

<b>Organization Type</b>	<b>Applicable Cost Principles</b>
State, local or Indian tribal government.	OMB Circular A-87
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For profit organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular	48 CFR Part 31

#### 4. REPORTS

- A. The Grantee shall submit a quarterly Progress Report Form, attached hereto and made a part hereof as **Attachment B**. Quarterly reports shall be submitted electronically to the Department's Grant Manager no later than ten (10) days following the completion of the quarterly reporting period. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. In addition to the final quarterly progress report, the Grantee shall submit a final project report. The **final** project report shall also contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The final project report must comply with the publication requirements as stated in Paragraph 23 of this Agreement. A draft shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program, four (4) hard copies shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
- B. The Grantee shall submit quarterly a Payment Request Form (**Attachment C**), in conjunction with the Progress Report Form. Failure to comply with these reporting requirements will result in non-payment or termination. To be eligible for reimbursement, costs must be in accordance with the requirements of 15 CFR Parts 14 and 24, as applicable.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment C, Payment Request Form**. In addition to the Payment Request Form, the Grantee must provide a Schedule of Expenditures, Schedule of Match and copies of invoices. The Schedule of Expenditures shall include the invoice number, a description of the goods or services purchased, date of the transaction, amount paid, check number and vendor name. All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes (F.S.).
- D. In addition to the invoicing requirements contained in paragraphs 4.A, B. and C, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines),

as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [www.fldfs.com/aadir/reference%5Fguide/reference\\_guide.htm](http://www.fldfs.com/aadir/reference%5Fguide/reference_guide.htm) and allowable costs for Federal Programs can be found under 48 CFR Part 31 at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87, A-122, A-21, at [www.whitehouse.gov/omb/circulars/index.html#numerical](http://www.whitehouse.gov/omb/circulars/index.html#numerical).

5. INDEMNIFICATION/LIMITS OF LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S.

6. DEFAULT/TERMINATION

- A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement if the work described herein has not commenced within 60 days of the date of execution of this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- C. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.
- D. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- E. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.
- F. The Department of Environmental Protection will decline reimbursement to the Grantee for services provided under the terms of this Agreement if the Grantee does not submit payment requests and quarterly reports in accordance with the provisions of section 4. Payment requests and quarterly reports received by the Department after the 10<sup>th</sup> day following the completion of any quarterly reporting period will be considered late-filed and render Grantee in default under the terms of this Agreement.

7. REMEDIES

If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.

- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Agreement.

- D. Withhold further awards for the project or program.
- E. Take other remedies that may be legally available.
- F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowable if both of the following apply:
  - 1. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancelable; and
  - 2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
- G. The remedies identified above do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.

8. RECORD KEEPING/AUDIT

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. NOAA, the Department, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five years following final disposition.

9. SPECIAL AUDIT REQUIREMENTS

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment D (Special Audit Requirements)**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment D, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form #FSAA\_CL2), accessible at: <https://apps.fldfs.com/fsaa/documents/nonstate.doc>. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

10. SUBCONTRACTS

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to comply with the procurement requirements contained in 15 CFR 24 and 15 CFR 14.44, as applicable. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Upon request, the Department will furnish a list of minority owned businesses for consideration in subcontracting opportunities.

11. LOBBYING PROHIBITION

- A. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- B. Pursuant to the terms and conditions of the Federal award supporting this Agreement, no funds used for the payment of membership dues to any entity are to be used by that entity to engage in lobbying activities, as provided in OMB Circular No. A-87 and other relevant law and regulation.

12. CONTACTS

- A. The Department's Grant Manager (who may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Dornecia Allen, Grants Specialist V  
Department of Environmental Protection  
Florida Coastal Management Program  
3900 Commonwealth Boulevard, Mail Station #47  
Tallahassee, Florida 32399-3000  
Telephone No.: (850)245-2161  
Fax No.: (850)245-2189  
E-mail Address: Dornecia.Allen@dep.state.fl.us

- B. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager or Point of Contact) for this Agreement is identified below.

Susie Thomas  
City of Marathon  
10045-55 Overseas Highway  
Marathon, Fl 33050  
Telephone No.: (305) 743-0033  
Fax No.: (305) 743-3667  
E-mail Address: thomass@ci.marathon.fl.us

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C. The Grantee's Fiscal Agent for this Agreement is identified below.

Wendy Friedman  
City of Marathon  
10045-55 Overseas Highway  
Marathon, Fl 33050  
Telephone No.: (305) 743-6586  
Fax No.: (305) 743-0726  
E-mail Address: wendy@keyscpa.com

13. INSURANCE

- A. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of the Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of the Grantee's employees not otherwise protected.
- B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

14. CONFLICT OF INTEREST

The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

15. EQUIPMENT

The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

16. CHANGE ORDERS

The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.

17. QUALITY ASSURANCE *[Not Applicable]*

If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made a part hereof as **Attachment G, Quality Assurance Requirements**.

18. DISCRIMINATION

- A. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.



The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.

- B. The Grantee agrees to comply with the provisions of 15 CFR Part 8 “Nondiscrimination in Federally Assisted Programs.” No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.

19. DEBARMENT/SUSPENSION

In accordance with Executive Order 12549, Debarment and Suspension (**15 CFR 26**), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by NOAA to the Department.

20. COPYRIGHT, PATENT AND TRADEMARK

Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- A. The copyright in any work developed under a grant or contract under a grant.
- B. Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- C. All patent rights, copyrights and data rights must be in accordance with 15 CFR 14.36 and 15 CFR 24.34, as applicable.

21. RESEARCH MISCONDUCT [Not Applicable]

Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest errors or differences of opinion. The recipient organization has the primary responsibility to investigate allegations and provide reports to the Federal Government. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in a disallowance of costs for which the institution may be liable for repayment to the awarding agency. The Office of Science and Technology Policy at the White House published in the Federal Register on December 6, 2000, a final policy that addressed research misconduct. The policy was developed by the National Science and Technology Council (65 FR 76260). The U.S. Department of Commerce may accept the recipient’s findings or proceed with its own investigation. The Grants Officer shall inform the recipient of the U.S. Department of Commerce’s final determination.

22. GEOSPATIAL DATA [Not Applicable]

If funds are provided under this Agreement for the collection or production of geospatial data (e.g., GIS data layer), the Grantee shall comply to the maximum extent practicable with Executive Order 12906 “Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure” Federal Register vol. 59, Number 71, pp. 17671-17674, the Grantee shall document all new geospatial data it collects or produces using the standard developed by the Federal Geospatial Data Center (FGDC), and make that standardized documentation electronically accessible to the DEP and NOAA. The standard can be found at [www.fgdc.gov/standards](http://www.fgdc.gov/standards).

23. PUBLICATIONS/AUDIOVISUALS/SIGNS

Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Florida Coastal Management Program for review and approval. This does not apply to the required quarterly reports referred to in paragraph 4 of this Agreement.

- A. Publications, printed reports (other than the required performance, financial reports or publications as identified in paragraph 23.B. below), videos, websites or other materials must include the NOAA logo (logos can be found at the FCMP web site at [www.dep.state.fl.us/cmp/grants/logos/index.htm](http://www.dep.state.fl.us/cmp/grants/logos/index.htm) or contact the FCMP to get a copy) and the following statement on the cover of first page:

"This (report/video/website/publication) funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office Of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. *NA06NOS4190129*. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of its subagencies." The next printed line shall identify the month and year of the publication.

- B. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the funding agency when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 23.A. above.
- C. Audiovisuals: Grantees must acknowledge NOAA support on any audiovisual (e.g., website, video, slides, etc.) which is produced with financial assistance. Unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public. The acknowledgment must not represent or suggest in any way that the views expressed are those of NOAA and must include the statement shown in paragraph 23.A. above.

If the nature of the audiovisual is such that it is not intended for presentation to the general public, the following statement, or its equivalent, must be included in the work:

"The National Oceanic and Atmospheric Administration has not approved this (e.g., video, slides, websites, publications, etc.) for presentation to the general public."

The Grantee must receive approval from the FCMP and NOAA before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. Please schedule at least thirty days for this approval. The Grantee must also provide the FCMP with shooting scripts and provide two (2) copies of the audiovisual (e.g., video, slides, etc.) upon completion.

- D. Sign Requirements for Construction Projects: The Grantee shall erect a sign at the site of any construction project, maintain it during construction and the sign must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in paragraph 2. The sign must be at least 2' x 3' in size and include the language shown below, and the NOAA, DEP and FCMP logos, which may be found at [www.dep.state.fl.us/cmp/grants/logos/index.htm](http://www.dep.state.fl.us/cmp/grants/logos/index.htm). Sign colors should complement the surrounding area. The following language is recommended:

"Funding for this project was provided in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office Of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration, U. S. Department of Commerce."

The next printed line shall identify the completion month and year of the project.

#### 24. CONTRACT PROVISIONS

The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment I, Contract Provisions**, attached hereto and made a part hereof. In addition, the

Grantee acknowledges that the applicable regulations listed in **Attachment J, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

25. LAND ACQUISITION

Land acquisition is not authorized under the terms of this Agreement.

26. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

CITY OF MARATHON

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

By: \_\_\_\_\_  
Sally B. Mann, Director  
Intergovernmental Programs

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

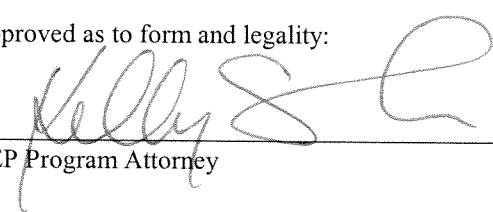
Date: \_\_\_\_\_

\_\_\_\_\_  
Dornecia Allen  
DEP Grant Manager

Approved as to form and legality:

Approved as to form and legality:

\_\_\_\_\_  
GRANTEE Attorney

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

FEID No.: 65-0984873

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

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

Specify Letter/  
Type

Number Description (include number of pages)

<u>Attachment</u>	<u>A</u>	Project Work Plan ( 5 Pages)
<u>Attachment</u>	<u>B</u>	Progress Report Form (2 Pages)
<u>Attachment</u>	<u>C</u>	Payment Request Form (3 Pages)
<u>Attachment</u>	<u>D</u>	Special Audit Requirements (5 Pages)
<u>Attachment</u>	<u>E</u>	Disclosure of Lobbying Activities (2 Pages) <b>Not applicable</b>
<u>Attachment</u>	<u>F</u>	Property Reporting Form (1 Page) <b>Not applicable</b>
<u>Attachment</u>	<u>G</u>	Quality Assurance Requirements (14 Pages) <b>Not applicable</b>
<u>Attachment</u>	<u>H</u>	Certification Regarding Debarment/Suspension (2 Pages) <b>Not applicable</b>
<u>Attachment</u>	<u>I</u>	Contract Provisions (4 Pages)
<u>Attachment</u>	<u>J</u>	Regulations (1 Page)

**ATTACHMENT A**  
**PROJECT WORK PLAN**  
**FY06-07**

**DEP Agreement #** CZ719

**Project Title:** Cocoplum Beach Park Enhancement Project

**Recipient**

Organization Name: City of Marathon  
Chief Elected Official or Agency Head: Michael H. Puto  
Title: City Manager  
Address: 10045-55 Overseas Highway, Marathon, Fl  
Zip Code: 33050  
Area Code and Telephone Number: (305) 743-0033  
Area Code and Facsimile Machine Telephone Number: (305) 743-3667  
E-Mail Address: [putom@ci.marathon.fl.us](mailto:putom@ci.marathon.fl.us)

**Project Manager**

Organization Name: City of Marathon  
Name: Susie Thomas  
Address: 10045-55 Overseas Highway, Marathon, Fl  
Zip Code: 33050  
Area Code and Telephone Number: (305) 743-0033  
Area Code and Facsimile Machine Telephone Number: (305) 743-3667  
E-Mail Address: [thomass@ci.marathon.fl.us](mailto:thomass@ci.marathon.fl.us)

**Mailing Address for Warrant (if other than the Recipient address):**

**County in which project is located:** Monroe

**Project is Statewide:**

## Scope of Work Information

**Abstract Description:** Briefly but completely describe the problem to be addressed and the project solution to the problem. Please limit to one page.

The City of Marathon is one of the most developed areas of the Florida Keys. While private commercial and residential water access is common, there are few natural waterfront areas for the public to enjoy. To provide more public access, Cocoplum Beach was purchased in the early 1990s with local and state funds -- however, the beach is in need of several improvements. Specifically, the City of Marathon has requested FCMP funds to:

- 1) Stabilize and enhance the beach dune with native plantings to reduce beach erosion, improve turtle nesting habitat and improve aesthetics;
- 2) Install educational signage to raise awareness and educate the public about sea turtles, and the importance of the beach and salt pond ecosystems; and
- 3) Install an elevated boardwalk leading to the large salt pond to protect wetlands and dune vegetation while allowing the public to view natural features. Signage attached to the boardwalk railing and viewing platform will educate visitors about wetlands and birds, including migratory birds and raptors.

FCMP funds in the amount of \$50,000 will be used to plant native species, construct the boardwalk and viewing platform, and for sign layout and installation. The City of Marathon will provide in-kind match from construction costs.

**Project Objectives and Related Tasks and Deliverables:** List project objective(s) and tasks that will accomplish each objective. Indicate the quarter in which these tasks will occur and will be delivered. Deliverables or work products must be provided.

**Objective 1: Enhance beach habitat through planting of native vegetation in order to reduce beach erosion, improve turtle nesting habitat and improve aesthetics.**

Task 1: Create a layout and plant list for dune planting

Task 2: Bid and complete planting

**Objective 2: Provide appropriate and controlled access to natural areas via an elevated boardwalk to protect wetlands and dune vegetation while allowing the public to view natural features.**

Task 1: Finalize boardwalk layout and plans

Task 2: Obtain permits

Deliverable 1: Copy of permits

Task 3: Bid and complete boardwalk construction

Deliverable 2: Photographs of boardwalk during construction.

**Objective 3: Provide educational signage in order to inform park visitors about the natural features they see and about the importance of coastal resources.**

Task 1: Finalize sign content, design and placement

Task 2: bid and complete sign construction and installation

Deliverable 1: Final sign layouts and print-ready design; Photographs of installed signs

**Project Budget Schedule:** Type dollar amounts only in applicable categories (round to the nearest dollar; no cents) and leave other categories blank. If your grant Agreement requires match, it must equal the FCMP funds requested, or one hundred percent (100%). A budget transfer of funds (within approved budget categories), in an amount not to exceed 10 percent of the FCMP total budget, is allowed without requesting an official amendment.

<b><u>Budget Category</u></b>	<b><u>FCMP Funds</u></b>	<b><u>MATCH Funds</u></b>
1. Salaries	_____	_____
2. Fringe Benefits	_____	_____
3. Travel	_____	_____
4. Equipment Purchases	_____	_____
5. Supplies	_____	_____
6. Contractual Services	<u>50,000</u>	<u>50,000</u>
7. Construction	_____	_____
8. Other Expenses	_____	_____
9. Indirect Charges	_____	_____
<b>FCMP Total</b>	<u>50,000</u>	
<b>Match Total</b>		<u>50,000</u>
<b>Total Project Cost:</b>	<u>\$100,000</u>	



**Project Budget Narrative:** Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

**FCMP Funds**

**Contractual Services:**

**Dune planting: \$30,000**

The City at this time anticipates the installation of plants across approximately 2,500 linear feet of dune system. The plantings will be situated in a manner that best stabilizes the dune. The main plantings will likely be along the top and upper front of the dune. Some plantings may extend in groupings to the front of the dune, but those will be sparse or grouped in order to accommodate nesting turtles and public use of the beach. A maximum of approximately 2,800 plants can be accommodated. The City will select mainly herbaceous native plants approved by the Florida Department of Environmental Protection as appropriate for dune planting. At an average rate of \$10 per plant installed, the City anticipates this budget item to incur approximately \$30,000 to be paid directly to a contractor for the purchase, installation, guarantee and maintenance of the plants. If the lowest qualified bid exceeds \$30,000 the plantings may be scaled back somewhat to meet the budget while accomplishing the goal of stabilizing the dune in the most needed areas. If the lowest qualified bid is lower than the budgeted amount, the excess funds will be moved to Objective 2, Task 3, described below.

**Boardwalk construction: \$12,000**

The City at this time anticipates the installation of a maximum 350-foot linear boardwalk and terminal platform, and a maximum 260-foot linear ADA compliant walkway. The final design of these items will need to be approved by the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection. The total cost of construction for this item is estimated at a minimum of \$62,000. FCMP Funds will be used to cover \$12,000 of this cost. City of Marathon matching funds will be used to cover the remaining \$50,000 of this cost. For this item, then the budget will incur a minimum of \$62,000 to be paid directly to a contractor for the installation of this structure according to the specifications set forth in the environmental permits and by the City of Marathon. If the lowest qualified bid for this item exceeds \$62,000, the City of Marathon will make up the difference. If the bid is unreasonably high (i.e., exceeds the budgeted amount by more than 50%, the project will be redesigned or scaled back to the extent possible while still meeting the goals of providing access to the salt pond.

**Sign construction and installation: \$8,000**

The City at this time anticipates the installation of approximately 25 signs to discourage disturbance of turtle nests and dune plantings. The estimated cost for the 25 signs is \$2,900. Educational signage will also be attached to the boardwalk and terminal platform. Approximately 6 or 7 signs are anticipated there at an estimated cost of \$2,100. Finally a kiosk will be installed at the park entrance at an estimated cost of \$3,000. It will have some permanent signage and also a place for posting events and information, especially regarding Cocoplum Beach and nearby Curry Hammock State Park. All signage will need to be park-grade quality and designed for resistance to the elements and vandalism. The City anticipates that the budget will incur a total of approximately \$8,000 to be paid directly to a contractor for the final design, manufacture (or purchase) and installation of the signs. If the lowest qualified bid exceeds \$8,000, the signage will be scaled back probably by redesigning to a smaller kiosk and reducing the number of turtle signs. If the lowest qualified bid is lower than the budgeted amount, the excess funds will be moved to Objective 2, Task 3, described above.

**Match Funds**

**Contractual Services:**

**Boardwalk construction: \$50,000**

## PROGRESS REPORT FORM

DEP Agreement No. CZ719, Attachment B, Page 1 of 2

**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT B  
PROGRESS REPORT FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CZ###

**GRANTEE NAME:** Enter the name of the grantee's agency.

**GRANTEE ADDRESS:** Enter the address that is on the first page of the grant agreement.

**GRANTEE'S GRANT MANAGER:** Enter the person identified as grant manager in the grant agreement.

**TELEPHONE NO.:** Enter the telephone number where the grant manager can be contacted.

**REPORTING PERIOD:** This is the beginning and ending date of the reporting period; it can cover more than one quarter.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**Summarize project accomplishments to date by objective and task. If tasks were not addressed during the reporting period, explain why; if tasks were completed and reported on in previous reporting period, please identify the reporting period when the task was completed.** This section shows the progress to date for each objective and task scheduled to begin or be completed within the reporting period. If there was no progress for a task that was to start or be completed, please explain the reason. If tasks were completed and reported on in a previous report, please state when they were completed (for example: "This task was completed and reported on in the report submitted October 20"). Provide a brief description of the progress, do not merely say "on-going" or "completed."

**Identify below, and attach copies of, any relevant deliverables being submitted for this reporting period (e.g., report data sets, links to on-line photographs, etc.):** Ensure that any deliverables listed in the grant agreement, as well as those not listed are included. For instance, you may send copies of agendas or minutes of meetings, photos of displays, or other supporting documentation to show the completion or progress towards a task. Label the deliverables by objective and task number(s) that they are associated with (for example: Deliverable 1.1 for Objective 1, task 1).

**Provide an explanation for any anticipated delays or any problems encountered:** Provide a brief summary of any anticipated or encountered problems or delays.

Questions regarding completion of Progress Reports should be directed to Dornecia Allen at (850) 245-2161 or Dornecia.Allen@dep.state.fl.us.

# ATTACHMENT C PAYMENT REQUEST FORM

GRANTEE: \_\_\_\_\_

GRANTEE'S GRANT MANAGER: \_\_\_\_\_

DEP AGREEMENT NO.: \_\_\_\_\_

PAYMENT REQUEST NO.: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

PERFORMANCE  
PERIOD: \_\_\_\_\_

AMOUNT REQUESTED:\$ \_\_\_\_\_

PERCENT MATCHING REQUIRED: \_\_\_\_\_

## GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS CLAIM	TOTAL CUMULATIVE FCMP CLAIMS	MATCHING FUNDS CLAIMED	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Indirect	\$	\$	\$	\$
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>GRANT BUDGET AMOUNT</b>	\$		\$	
<b>Less Total Cumulative Payments of:</b>	\$		\$	
<b>REMAINING BUDGET IN GRANT</b>	\$		\$	

## GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____ Grantee's Grant Manager's Signature	_____ Grantee's Fiscal Agent
_____ Print Name	_____ Print Name
_____ Telephone Number	_____ Telephone Number

**\*\*PLEASE DO NOT ALTER THIS FORM\*\***

**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT C  
PAYMENT REQUEST FORM**

**GRANTEE:** Enter the name of the grantee's agency.

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CZ###.

**DATE OF REQUEST:** This is the date you are submitting the report.

**AMOUNT REQUESTED:** This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS CLAIM*" column.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant agreement.

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period.

**PERCENT MATCHING REQUIRED:** Enter your match requirement here. It is either 100% or N/A for Section 309 grants.

***GRANT EXPENDITURES SUMMARY SECTION:***

**"AMOUNT OF THIS CLAIM" COLUMN:** Enter the amount that was paid out during the reporting period for each approved budget category. This must be by budget category as in the currently approved budget in Attachment A, Project Work Plan, or amendment of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of Attachment A. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the column total on the "*TOTAL AMOUNT*" line. Enter the FCMP budget amount on the "*GRANT BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*GRANT BUDGET AMOUNT*" for the amount to enter on the "*REMAINING BUDGET IN GRANT*" line.

**"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN:** Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc. Enter the column total on the "*TOTAL AMOUNT*" line. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

**"MATCHING FUNDS CLAIMED" COLUMN:** Enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment A, Project Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*GRANT BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*GRANT BUDGET AMOUNT*" for the amount to enter on the "*REMAINING BUDGET IN GRANT*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL AMOUNT*." The final report should show the total of all claims, first claim through the final claim, etc. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

**GRANTEE CERTIFICATION:** Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

**REQUIRED BACK-UP DOCUMENTATION:**

**Schedule of Expenditures** should include, the invoice number, a description of the goods or services purchased, date of the transaction, amount paid, check amount, check number and vendor name.

**Schedule of Match** should include, the invoice number, a description of the goods or services purchased, date of the transaction, amount paid, check amount, check number and vendor name.

**Copies of Invoices** (*Not applicable to state agencies*)

**Copies of Travel Reimbursements** *if applicable*

**FLAIR Report** (*State agencies only*)

**Copies of Volunteer Logs** (*if applicable*)

**NOTE:** If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Florida Coastal Management Program or use your affiliation's reimbursement form, provided it has been approved by the State of Florida Chief Financial Officer).

**\*\*DO NOT FORGET TO SUBMIT A COMPLETED PROGRESS REPORT IN CONJUNCTION WITH YOUR PAYMENT REQUEST\*\***

If you have any questions please do not hesitate to contact Leeanne Zimmerman at (850) 245-2164.

## ATTACHMENT D

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

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

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

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

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/> or the Governor's Office of Policy and Budget website located at <http://www.ebudget.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/Welcome/index.cfm>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.fldfs.com/> and the Auditor General's Website <http://www.state.fl.us/audgen/pages/flsaa.htm>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:



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

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

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

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

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

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

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

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

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

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

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

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

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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# **EXHIBIT – 1**

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>				
State Program Number	Funding Source	State Fiscal Year	CSFA Title or Funding Source Description Number	State Appropriation Category

<b>Total Award</b>			<b>\$</b>
--------------------	--	--	-----------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

## ATTACHMENT I

### Contract Provisions

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

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

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.) prohibiting discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of

alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) EO 13166 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons, (j) Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made; (k) Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities; (l) compliance with Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR 60-1.4(b), 1991), and the requirements of any other nondiscrimination statute(s) that may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), (i) restrictions for actions within a Coastal Barrier Island under the Coastal Barrier Island Resources Act (16 U.S.C. 3501 et seq.), (j) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901 et seq.) which regulates the generation, transportation, treatment and disposal of hazardous wastes, (k) The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the Superfund Amendments and Reauthorization Act of 1986, and the Community Environmental Response Facilitation Act of 1992, as amended, (42 U.S.C. 9601 et seq.), and (l) The Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994, which identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations.

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with 15 CFR Part 27** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Care and Use of Live Vertebrate Animals.** Recipients must comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the acquisition, care, handling, and use in projects, and implementing regulations, 9 CFR Parts 1, 2 and 3; the Endangered Species Act (16 U.S.C. 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. 1361 et seq.) taking possession, transport, purchase, sale, export or import of wildlife and plants, The Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701 et seq.) ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release, and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any U.S. Department of Commerce financial assistance award unless authorized by the Grants Officer.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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## ATTACHMENT J REGULATIONS

Formal regulations concerning administrative procedures for U.S. Department of Commerce (DOC) grants appear in Title 15 of the Code of Federal Regulations. Other DOC regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A – General	
15 C.F.R. 8	Nondiscrimination on the basis of handicap in programs or activities conducted by DOC
15 C.F.R. 11	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
15 C.F.R. 13	Intergovernmental review of DOC programs and activities
15 C.F.R. 14	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
Subchapter B - Grants and Other Federal Assistance	
15 C.F.R. 24	Uniform administrative requirements for grants and cooperative agreements to state and local governments
15 C.F.R. 26	Government-wide debarment and suspension (nonprocurement) and government-wide requirements for drug-free work place (grants); Clean Air Act and Clean Water Act ineligibility of facilities in performance of federal contracts, grants and loans
15 C.F.R. 28	New restrictions on lobbying
<i>Other Federal Regulations</i>	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
<b>Office of Management and Budget Circulars</b>	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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