

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-43**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A GRANT CONTRACT BETWEEN THE CITY AND THE DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$250,000.00 TO CREATE A BICYCLE AND PEDESTRIAN MASTER PLAN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the FDOT's Bicycle and Pedestrian Master Plan is a comprehensive framework for enhancing safe and connected bicycle and pedestrian facilities across Florida. It aims to improve mobility and safety for non-motorized road users by incorporating pedestrian and bicycle needs into transportation planning; and

WHEREAS, these funds are earmarked to help communities develop action plans and inform improvements along highway corridors; and

WHEREAS, the City of Marathon submitted a grant application in 2023 to the Florida Department of Transportation seeking an award of grant funding to create a Bicycle and Pedestrian Master Plan along Highway US 1, and

WHEREAS, the City was awarded \$250,000.00 by the Department of Transportation to create such action plan.

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 City Manager is authorized to sign grant documents and any amendments.

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 13th DAY OF MAY 2025.

THE CITY OF MARATHON, FLORIDA



Mayor Lynn Landry

AYES: DelGaizo, Matlock, Smith, Still, Landry
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



Steve Williams, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Financial Project Number(s): (item-segment-phase-sequence) <u>453692-1-14-01</u>	Fund(s): Work Activity Code/Function: <u>0106</u> Federal Award Identification Number (FAIN): _____ Federal Award Date: _____ Subrecipient Unique Entity ID (SAM) Number: <u>GGMEC9JK</u> <u>DAQ8</u>	FLAIR Category: <u>088854</u> Object Code: <u>780000</u> Org. Code: <u>55062010630</u> Vendor Number: <u>F650984873004</u>	
Contract Number: _____	County Number: <u>90</u>	Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>	

THIS SUBRECIPIENT GRANT AGREEMENT ("Agreement") is entered into this ____ day of ____, 20__ (the "Effective Date"), between the State of Florida, Department of Transportation, an agency of the State of Florida (the "Department"), and City of Marathon (the "Recipient") (each a "Party" and collectively, the "Parties").

The Parties agree as follows:

1. Authority: The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Subrecipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit D, Subrecipient Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. Purpose of Agreement. The purpose of this Agreement is to provide a subaward of Federal Highway Administration ("FHWA") ____ grant funds to the Subrecipient for CITY OF MARATHON BICYCLE & PEDESTRIAN MASTER PLAN (the "Project"). The Project is more particularly described in **Exhibit A, Project Description and Responsibilities** to this Agreement.

3. The Project. The Subrecipient agrees to perform and complete the Project in a satisfactory, timely and proper manner in accordance with all applicable laws and the terms and conditions of this Agreement. **Exhibit A** describes the scope of work to be performed by the Subrecipient and provides a proposed schedule for the completion of the Project. The Project scope in **Exhibit A** identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of Project scope elements. All Project activities must be consistent with the scope described in **Exhibit A**. An amendment to this Agreement is required for any proposed change in the scope of work. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Subrecipient for the Project.

4. Term of Agreement. The term of this Agreement and the period for performance of the Project under this Agreement extends from the Effective Date through 09/30/2028 (the "Completion Date"). If the Subrecipient does not complete the Project on or before the Completion Date, this Agreement will expire, unless the Completion Date is extended by an executed amendment to this Agreement. Expiration of this Agreement will be considered termination of the Project.

5. Project Funding and Budget.

a. Project Cost. The estimated cost of the Project is \$250,000.00 (the "Project Estimate"), and is allocated among the Project activities in **Exhibit B, Schedule of Financial Assistance**. An amendment to the grant agreement is required for any re-budgeting of Project funds provided under this Agreement. Re-budgeting of Project funds between operating (if any) and capital line items may not be allowable due to grant limitations and potentially different match requirements.

b. Department Subaward. Under this Agreement, the Subrecipient, a non-federal entity, is the subawardee of FHWA TA grant funds awarded to the Department under [designation of discretionary grant awarded or other authority under which FHWA funds are being provided]. The Department will provide financial assistance for the Project up to the maximum amount of the federally funded subaward made under this Agreement, \$250,000.00 (the "Maximum Federal Financial Assistance"), as more specifically detailed in **Exhibit B**, in accordance with the terms and conditions of this Agreement. Any terms and conditions that are specific to this

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subaward are attached as **Exhibit A** and shall control over any inconsistent provisions in the body of this Agreement or the other exhibits attached to this Agreement.

c. Matching Funds. The Subrecipient agrees to provide all matching funds required under the terms of the federal grant. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance. The Subrecipient is also responsible for all costs required to complete the Project that exceed the Project Estimate. The Subrecipient shall take all actions required for the Subrecipient to provide the necessary funds for the Project. The Department will have no responsibility for any Project costs in excess of the Maximum Federal Financial Assistance.

d. Eligible Costs. Financial assistance provided by the Department under this Agreement will only be available for Project costs incurred after the Effective Date of this Agreement and prior to termination or expiration of this Agreement.

e. Ineligible Costs. In determining the amount of any payment, the Department will exclude all Project costs incurred by the Subrecipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of financial assistance in **Exhibit B** for the Project, costs agreed to be borne by the Subrecipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. The federal funds awarded under this Agreement will not be provided for any cost not incurred in accordance with applicable federal and state laws, regulations and grant program requirements. If FHWA or the Department determines that any cost claimed is not eligible, the Department will notify the Subrecipient. The notification will identify the items and amounts that are not eligible for reimbursement with federal financial assistance and the reason the items and amounts are not eligible. If the Subrecipient is not in compliance with requirements of this Agreement, but such non-compliance is correctable during the term of this Agreement, financial assistance may be withheld by the Department until the non-compliance is corrected. If the Subrecipient's non-compliance is not correctable during the term of this Agreement, FHWA or the Department may deny use of federal funds, in whole or in part. If as a result of the Subrecipient's failure to comply with the terms of this Agreement FHWA determines that federal financial assistance will no longer be available for the Project: (i) the Department is authorized to discontinue federal financial assistance for the Project under this Agreement; (ii) the Subrecipient will be solely responsible to provide all funds necessary to complete the Project; and (iii) the Department is not required to provide any additional state financial assistance for the Project. A determination by FHWA that federal financial assistance is no longer available for the Project is final. The Subrecipient waives any right to contest a discontinuance of financial assistance under this Agreement if FHWA determines federal financial assistance is no longer available.

f. No Federal Obligation. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA, or any representatives of the federal government makes the United States a party to this Agreement.

g. Subaward Contingent on Federal Funding. The Subrecipient acknowledges and agrees that the Department's payment of funds under this Agreement is contingent on the Department receiving the funds from the FHWA. If, for any reason, the FHWA reduces the amount of federal funds available for this subaward, or otherwise fails to pay part of the cost or expense of the Project in this Agreement, only outstanding incurred costs within the limits of FHWA provided financial assistance shall be eligible for reimbursement.

h. Repayment of Grant Funds. Upon a finding by FHWA, or the Department in lieu of FHWA, that the Subrecipient has made an unauthorized or undocumented use of grant funds, or that any Project costs are ineligible for federal reimbursement, and upon a written demand for repayment issued by the Department, the Subrecipient shall repay such amounts to the Department within 40 days of written demand. The Subrecipient shall also repay any other grant funds received by the Subrecipient under this Agreement in excess of the amount to which the Subrecipient is entitled. Such funds shall be repaid to the Department within 40 days of written demand.

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i. **Reversion of Unexpended Grant Funds.** All funds granted by the Department under this Agreement that have not been expended for Project activities during the term of this Agreement shall revert to the Department.

6. Invoices.

a. **Requests for Reimbursement.** In order to obtain any of the federal funds available from the Department under this Agreement, the Subrecipient shall file with the Department Grant Manager its request for reimbursement and any other information regarding the Project and the Project Accounts (defined below) required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The Subrecipient shall submit requests for reimbursement to the Department no less than once every 90 days (quarterly). If the Subrecipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in FHWA removing any unbilled financial assistance or the loss of state appropriation authority, the Subrecipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional financial assistance for the Project.

If the Subrecipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Subrecipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

b. **Deliverables and Supporting Documentation.** Requests for reimbursement by the Subrecipient shall include an invoice, progress report and supporting documentation for the period of work being billed that are acceptable to the Department. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit F, Contract Payment Requirements**. The Subrecipient shall use the format for the invoice and progress report that is approved by the Department. Approved formats are found in FDOT Topic No. 525-010-300 Local Agency Program Manual. Invoices shall be submitted by the Subrecipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in **Exhibit A**. Supporting documentation must substantiate the amount of progress made on the Project in a quantifiable, measurable, and verifiable manner, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Subrecipient. Supporting documentation must also establish to the Department Grant Manager's satisfaction that deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed and criteria for evaluating successful completion have been met.

c. **Travel Expenses.**

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement.

Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

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d. **Final Invoice.** The Subrecipient must submit its final invoice and request for reimbursement for the Project to the Department within 120 days after the Completion Date, or completion of the Project if earlier. Invoices submitted after the 120-day time period may not be paid.

7. Provision of Subaward Funds.

a. **Payments and Withholding.** Subject to other provisions of this Agreement, the Department will reimburse the Subrecipient for eligible Project costs, up to the amount of the Maximum Federal Financial Assistance. Notwithstanding any other provision of this Agreement, the Department may elect by written notice not to make a payment if:

i. The Department determines that the Subrecipient has misrepresented a material fact in any documents submitted to obtain the subaward of federal funds made under this Agreement, or any document or data furnished with its application or pursuant to this Agreement;

ii. There is any pending litigation with respect to the performance by the Subrecipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments for the Project;

iii. The Subrecipient takes any action on the Project which, under this Agreement, requires the approval of the Department or makes a related expenditure or incurs related obligations without Department approval when required;

iv. There has been any violation of the conflict of interest provisions contained in this Agreement; or

v. The Department determines the Subrecipient is otherwise in default under any provisions of this Agreement.

b. **Reimbursement Basis.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit H, Alternative Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

c. **Financial Consequences for Unsatisfactory Performance.** If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Subrecipient will not be reimbursed or paid until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for any unpaid performance completed by the Subrecipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the term of this Agreement.

d. **Florida Prompt Payment Law.** The Subrecipient should be aware of the following time frames.

i. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the later of the date the invoice is received or the

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date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.

ii. If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Subrecipient. The 40 days are measured from the later of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Invoices that have to be returned to the Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

e. **Offsets.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

f. **Appropriation Contingency.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the availability of the federal financial assistance awarded to the Subrecipient under this Agreement.

g. **Multi-year Contracts.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

8. Records.

a. **Project Records.** The Subrecipient shall establish for the Project, consistent with the Department's program guidelines/procedures and "Principles for State and Local Governments", 2 Code of Federal Regulations ("CFR") Part 225, separate accounts to be maintained within its existing accounting system or separate independent accounts ("Project Accounts"). The Subrecipient shall charge to the Project Accounts all eligible costs of the Project except costs agreed to be borne by the Subrecipient or its contractors and subcontractors. All costs recorded in the Project Accounts shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit F**.

b. **Project Costs.** Records of costs incurred under terms of this Agreement shall be maintained in the Project Accounts and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made for the applicable state fiscal year, or such longer period as may be required by applicable law. Copies of these documents and records shall be furnished to the Department and FHWA upon request. Records of costs incurred include the Subrecipient's general accounting records and the Project records, together with supporting documents and records of the Subrecipient and all

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contractors and subcontractors performing work on the Project. If any litigation, claim, or audit is started before the expiration of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. Reports. The Subrecipient shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department or FHWA may require, including those documents listed in **Exhibit A** to this Agreement. The Department may, at its discretion, require a progress report on a monthly basis. The progress report will include details of the progress of the Project towards meeting the requirements of the Agreement.

d. Federal Requirements. The Subrecipient agrees to maintain property records, conduct physical inventories and develop control systems as required by 2 CFR Part 200, when applicable. In addition to the requirements of section 8, the Subrecipient shall comply with the record retention requirements of 2 CFR 200.333, as amended or replaced from time to time.

e. Right-of-Way. For any project requiring additional right-of-way, the Subrecipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year. Upon completion of right-of-way activities on the Project, the Subrecipient must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project.

9. Audits. The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Subrecipient shall comply with all audit and audit reporting requirements as specified below:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and section 215.97 Florida Statutes, monitoring procedures may include but not be limited to on-site visits by Department staff, limited scope audits as defined by 2 CFR 200.425, and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Department staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit E, Federal Financial Assistance (Single Audit Act)** to this Agreement identifies the Federal resources awarded through the Department by this Agreement. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards, including Federal award resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503, as amended. An audit of the Subrecipient conducted by the State of

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Florida Auditor General in accordance with the provisions of 2 CFR §200.514, will meet the requirements of this part.

ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR §§200.508-512, as amended.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include, but are not limited to, the following:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
- (b) Disallow (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 the Federal award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
- (e) Withhold further Federal awards for the Project or program;
- (f) Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

The Department at the following address:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

c. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

d. The Subrecipient shall permit, and shall require its contractors to permit, the Department's and FHWA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10. Termination and Suspension.

a. **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.

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b. Actions Upon Termination or Suspension. Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

11. Contracts of the Subrecipient.

a. Approval Required. Except as otherwise authorized in writing by the Department, the Subrecipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. Consultant Services. The Subrecipient acknowledges and agrees that any Project consultant contract for engineering, architecture or surveying services must be procured in compliance with the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, and the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112. At the discretion of the Department, the Subrecipient will involve the Department in the consultant selection process for all applicable project agreements funded under this Agreement. In all cases, the Subrecipient's attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. Compliance with Federal Requirements. The Subrecipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of federal-aid funds. The Subrecipient shall comply with and include the applicable provisions described in Appendix II to 2 CFR Part 200 — Contract Provisions for non-Federal Entity Contracts Under Federal Awards — in each contract it enters into for the Project.

d. Preference for State Residents. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services to be paid from state-appropriated funds, then the Subrecipient must comply with the requirements of Sections 255.099(1) and 255.0991, Florida Statutes. However, for all Project work eligible for reimbursement with the federally funded subaward under this Agreement, this paragraph may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

e. Force Account Work, Indirect Costs.

- ☐ If this box is checked, the Subrecipient is permitted to utilize its own forces in performing the Project. If the Subrecipient proceeds with any phase of the Project utilizing its own forces, the Subrecipient will only be reimbursed for direct costs (this excludes general overhead).
- ☐ If this box is checked, the Subrecipient will seek reimbursement for indirect program expenses allowable under 2 CFR Par 200(select one):

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- ☐ The Subrecipient has elected to seek reimbursement from the Department for actual indirect expenses (no rate).
- ☐ The Subrecipient has elected to apply a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.]
- ☐ The Subrecipient has elected to apply a federally approved indirect cost rate based on a federally approved rate agreement.

f. Claims and Requests for Additional Work. The Subrecipient shall have sole responsibility for resolving claims and requests for additional work for the Project. The Subrecipient will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

g. The Subrecipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Subrecipient. If lane or road closures are required by the Subrecipient to ensure the life, health, and safety of the travelling public, the Subrecipient must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of the Project's structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in Subrecipient's project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Subrecipient shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

12. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Subrecipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. The Subrecipient and its contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Subrecipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Design and Construction Standards; Required Approvals. If the Project includes construction the provisions of this section are incorporated into this Agreement. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the provisions of **Exhibit O, Terms and Conditions of Construction**, are incorporated into this Agreement and shall control over any inconsistent provisions in the body of this Agreement.

a. Permits. The Subrecipient is responsible for obtaining all permits necessary for the Project.

b. Qualified Contractors. The Subrecipient shall hire a qualified contractor using the Subrecipient's normal competitive bid procedures, modified as necessary to comply with the requirements of this Agreement, to

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perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Subrecipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Subrecipient prior to letting that they are required to hire a contractor prequalified by the Department. For projects located on the Department's right-of-way, the Subrecipient shall award the contract for construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal law, rules, and regulations. The Subrecipient shall submit a copy of the bid tally sheet(s) and awarded bid contract to the Department.

c. **CEI.** The Subrecipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Subrecipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Subrecipient staff that meet the requirements of this paragraph, or a combination thereof.

d. **Design.** The Subrecipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant for the design phase of the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices and the AASHTO Policy on Geometric Design of Streets and Highways.

e. **Consultant Conflicts of Interest.** The Subrecipient shall comply with the Department's current Conflict of Interest Procedure in employing consultants for the Project (currently Department Procedure 375-030-006).

f. **Department Plans Review.** If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit O**. In its sole discretion, the Department may reject designs which it determines do not meet Department standards.

g. **Final Plans.** The Subrecipient will provide copies of the final design plans and specifications and final bid documents to the Department's Grant Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. **Bonds.** The Subrecipient shall require the Subrecipient's contractor to post a payment and performance bond in accordance with applicable law.

i. **Performance of Construction Work.** The Subrecipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Subrecipient and Department standards.

j. **Public Safety.** The Subrecipient is responsible for ensuring the safety of the public during all phases of Project construction. The Subrecipient and its contractors shall request authority to and take appropriate action to restrict or prohibit travel on any public road when required to protect the traveling public. If the Project is on the State Highway System, the Subrecipient shall follow Department procedures for road closures. Notwithstanding anything to the contrary in any Department or other governmental procedure, if the Subrecipient, or its contractors, become aware of circumstances related to the Project that could present an imminent risk of harm

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to the travelling public, the Subrecipient shall, and shall require its contractors to, immediately take all appropriate steps to protect the public, including requesting immediate closure of any transportation facility.

k. Completion of Construction. Upon completion of the work authorized by this Agreement, the Subrecipient shall certify to the Department in writing, that construction of the Project has been completed, or for all Project work that originally required certification by a professional engineer, this notification shall be signed and sealed by a professional engineer, the form of which is attached as **Exhibit I, Final Inspection and Acceptance of Federal Aid Project**. If any deviations are found from the approved plans, the certification shall include a list of all deviations and the justification for each deviation.

l. As-Built Plans. The Subrecipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

14. Use and Maintenance Obligations.

a. Public Use. The Subrecipient shall use the Project facilities and equipment to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and applicable federal requirements.

b. Maintenance. If the Project includes construction, the provisions of this paragraph are part of this Agreement. The Subrecipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life and in accordance with all federal requirements applicable to the subaward of federal funds under this Agreement. If the Subrecipient constructs any improvement on Department right-of-way, the Subrecipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Subrecipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, the Subrecipient shall, prior to any payment under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. This provision will survive termination or expiration of this Agreement.

15. Project Property.

a. Federal Requirements. The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of 2 CFR Part 200.

b. Tangible Personal Property.

☒ This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

c. Disposal. If the Subrecipient disposes of any Project facility or equipment, acquired in whole or in part with the federal financial assistance provided under this Agreement, during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Subrecipient will comply with the terms of 2 CFR Part 200 relating to property management standards. Except as otherwise provided in 2 CFR Part 200, the Subrecipient agrees to remit to the Department a proportional amount of the proceeds from the disposal of such facility or equipment. Such proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment provided under this Agreement to the total cost of such facility or equipment. Sale of Project property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the

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Department. If any portion of the proceeds from the sale to the Subrecipient are non-cash consideration, reimbursement to the Department shall include a proportional amount based on the value of the non-cash consideration. The Subrecipient must remit such proportional amount to the Department within ninety (90) days after the official date of disposal. The terms of this paragraph shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items acquired, construed or installed with the proceeds of the subaward provided under this Agreement, except that the terms of this paragraph shall have unlimited duration with respect to real property acquired with the proceeds of the subaward provided under this Agreement.

16. Restrictions, Prohibitions, Controls, and Labor Provisions. During the performance of this Agreement, the Subrecipient agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

a. Convicted Vendors. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

c. Certificates of Qualification. An entity or affiliate who has had its Department issued certificate of qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor or consultant may not submit a bid or perform work on a contract with the Subrecipient, including the design, construction or repair of a public building or public work.

d. Code of Conduct. The Subrecipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

e. Debarment and Suspension. The Subrecipient must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities. The Subrecipient shall not enter into any arrangement to participate in the development or implementation of the Project with any person or entity that is debarred or suspended except as authorized by applicable Federal law and regulations. If required by applicable federal law and regulations, the Subrecipient will review the U.S. GSA System of Award Management at <https://www.sam.gov>. The Subrecipient shall include the requirements of this paragraph in each of its contracts related to the Project and shall require its contractors and consultants to include similar requirements in each of their contracts related to the Project. Execution of this Agreement constitutes a certification that the Subrecipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 CFR Part 29, and 2 CFR Part 200 when applicable.

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f. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

g. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

h. Contract Work Hours and Safety Standards. Where applicable, all contracts funded under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

i. E-Verify. The Subrecipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the term of the Agreement; and

ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term; and

iii. Adhere to requirements in section 448.095, Florida Statutes.

17. Indemnification and Insurance.

a. Indemnification. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Subrecipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Subrecipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or Subrecipient's sovereign immunity, nor shall the same be construed to constitute agreement by Subrecipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement.

b. Subrecipient Contracts. Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify, defend, and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department's or the Subrecipient's sovereign immunity. Nor shall the same be construed to constitute agreement by Subrecipient's contractor/subconsultant to indemnify the Subrecipient for the negligent acts or omissions of the Subrecipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Subrecipient's contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties

This indemnification shall survive the termination of this Agreement."

c. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

d. General Liability. If the Subrecipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Subrecipient may self-insure and proof of self-insurance shall be provided to the Department. If the Subrecipient elects to hire a contractor or consultant to perform the Project, then the Subrecipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Subrecipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Subrecipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

e. Railroad Protective Liability. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Subrecipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured

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and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

f. **Utilities.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

18. General Federal Requirements. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

a. **Governing Regulations.** In performing the Project, the Subrecipient agrees to comply with all applicable requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If applicable to the award of funds to the Subrecipient pursuant to this Agreement, the Subrecipient will comply with all applicable requirements of the current Federal Transit Administration Master Agreement. The Subrecipient certifies that its procurement system complies with the requirements of this paragraph. The Subrecipient agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this Agreement including all applicable provisions of this Agreement

b. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

c. **Title VI - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the regulations of the Federal Department of Transportation issued thereunder. The

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Subrecipient shall include the attached **Exhibit C**, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project.

d. Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

e. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

f. Federal Financial Assistance Policy to Ban Text Messaging While Driving. As used in this paragraph:

"Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

This section implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

The Subrecipient should-

Adopt and enforce policies that ban text messaging while driving- (i) Subrecipient-owned or -rented vehicles or government-owned vehicles; or (ii) Privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.

Conduct initiatives in a manner commensurate with the Subrecipient's size, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Sub-agreements/sub-contracts. The Subrecipient shall insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that exceed the Federal Highway Administration micro-purchase threshold.

g. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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h. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property.

i. Certification of Restrictions on Lobbying Disclosure. The Subrecipient certifies to the best of its knowledge and belief that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Subrecipient, to any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Subrecipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Subrecipient acknowledges that the certifications made in this section are material representations of fact upon which the Department is relying in entering into this Agreement.

The Subrecipient shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

j. Buy America. The Subrecipient agrees to comply and require its consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act regarding the use of steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The Subrecipient shall ensure that all manufacturing processes for this material occur in the United States.

k. Federal Certification and Assurances; Execution and Incorporation. The Subrecipient agrees to comply with and to certify compliance with all current federally required certifications and assurances for the grant program under which the federally funded subaward provided by this Agreement is made.

l. Environmental Regulations. Execution of this Agreement constitutes a certification by the Subrecipient that the Project will be carried out in accordance with all applicable environmental regulations including the securing of any applicable permits. The Subrecipient will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith. Without limiting the generality of the foregoing, in connection with the Project, the Subrecipient will not use any facilities that are in violation of the Clean Air Act or the Federal Water Pollution Control Act, will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities", will report the use of prohibited facilities to the Federal Transit Administration and the Regional U.S. EPA Office, and shall comply with Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and the requirements of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 - 1377.

m. Performance Evaluations (2 CFR 200.331). Subrecipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the monitoring and risk process. Evaluations are submitted to the Subrecipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Subrecipient no more than 30 days after project close out.

19. Miscellaneous Provisions.

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a. Compliance with Conditions and Laws. The Subrecipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

b. Compliance with Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, Florida Statutes. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Subrecipient, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

c. Prohibited Interests. The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

d. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

e. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

f. Relationship of Parties. The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

g. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

i. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained in

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this Agreement, unless the omission of the invalid or unenforceable provision would cause this Agreement to violate any applicable law or fail its fundamental purpose.

j. **Bonus or Commission.** By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

k. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following addresses:

Contact Names and Addresses:

Subrecipient: City of Marathon
Address: 9805 Overseas Highway
Marathon, Florida 33050
Contact Name: Brian Shea, Planning Director / Maria Covelli, Grants Coord.
Contact Telephone: 305-743-0033

Florida Department of Transportation
Address: Program Management Room 6112B
1000 NW 111th Avenue
Miami Florida 33172
Contact Name: Jessica Beck-Galindo
Contact Telephone: (305) 470-5404

l. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

m. **JURY TRIAL WAIVER. THE BORROWER AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

n. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

o. **State Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

p. **Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

q. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

r. **Amendments.** This Agreement may not be amended, except by a writing signed by both Parties.

20. Exhibits.

a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.

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- b. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- c. ☐ For project phases including but not limited to Phase 58 (construction), equipment installation activities, or force account work completed by a railroad or utility, **Exhibit "I"**, Final Inspection and Acceptance of Federal-Aid Project, is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- e. ☒ The following Exhibit(s) are attached and incorporated into this Agreement: A, B, C, D, E, F.

f. Exhibits and Attachment.

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Subrecipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

*Exhibit I: Final Inspection and Acceptance of Federal-Aid Project

*Exhibit O: Terms & Conditions of Construction in Department Right of Way

* Additional Exhibit(s):

* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

[signatures on following page]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

SUBRECIPIENT City of Marathon

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: George Garrett
Name: ~~City~~ George Garrett
Title: City Manager

By: _____
Name: _____
Title: _____

Legal Review:

St. 7-ill.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453692-1-14-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Marathon (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 13.1 Miles Mile markers 47 to Mile marker 60.

PROJECT DESCRIPTION: Planning study of a Bicycle and Pedestrian Master plan for the City of Marathon.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide the final planning documentation and any findings at the end of this project.

The Subrecipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by 9/30/2028 .
- b) Equipment purchase or leasing to be completed by NA.

If this schedule cannot be met, the Subrecipient will notify the Department in writing with a revised schedule, or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

SUBRECIPIENT NAME & BILLING ADDRESS: City of Marathon 9805 Overseas Highway Marathon, FL 33050	FINANCIAL PROJECT NUMBER: 453692-1-14-01
---	---

A. Estimate of Project Costs by Grant Phase:

PHASE OF WORK By Fiscal Year	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) FEDERAL FUNDS
Planning- Phase 14			
FY: 2025 (Local Programs)	\$ _____	\$ _____	\$ <u>250,000.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
Total Planning Cost	\$ 0.00	\$ 0.00	\$ 250,000.00
Operations- Phase 84*			
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
Total Operations Cost	\$ 0.00	\$ 0.00	\$ 0.00
Capital Equipment- Phase 94			
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
Total Capital Equipment Cost	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)			
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 0.00	\$ 0.00	\$ 250,000.00

A. Operations Phase 84* - Estimate of Project Costs by Budget Category (if applicable):

Budget Categories**	Total	Local	Federal
Salaries	\$0.00	\$	\$
Fringe Benefits	\$0.00	\$	\$
Contractual Services	\$0.00	\$	\$
Travel	\$0.00	\$	\$
Other Direct Costs	\$0.00	\$	\$
Indirect Costs	\$0.00	\$	\$
Totals	\$ 0.00	\$ 0.00	\$ 0.00

** Budget category amounts in the Operations Phase are estimates and can be shifted between items without amendment to the Agreement.

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT

EXHIBIT D

SUBRECIPIENT RESOLUTION

The Subrecipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A GRANT CONTRACT BETWEEN THE CITY AND THE DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$250,000.00 TO CREATE A BICYCLE AND PEDESTRIAN MASTER PLAN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the FDOT's Bicycle and Pedestrian Master Plan is a comprehensive framework for enhancing safe and connected bicycle and pedestrian facilities across Florida. It aims to improve mobility and safety for non-motorized road users by incorporating pedestrian and bicycle needs into transportation planning.

WHEREAS, these funds are earmarked to help communities develop action plans and inform improvements along highway corridors.

WHEREAS, the City of Marathon submitted a grant application in 2023 to the Florida Department of Transportation seeking an award of grant funding to create a Bicycle and Pedestrian Master Plan along Highway US 1, and

WHEREAS, the City was awarded \$250,000.00 by the Department of Transportation to create such action plan.

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 City Manager is authorized to sign grant documents and any amendments.

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

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

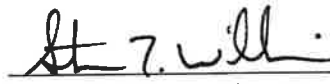
AYES:
NOES:
ABSENT:
ABSTAIN:

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:**



Steve Williams, City Attorney

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$250,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsr.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.