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**CITY OF MARATHON, FLORIDA
RESOLUTION 2007-003**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AMENDMENT NO. 2 TO AGREEMENT NO. H5M01 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF BEACHES AND COASTAL SYSTEMS AND AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL GRANT MONEY IN THE AMOUNT OF \$145,728.00

WHEREAS, the City of Marathon (the “City”) wishes to apply for Category G funding from the Federal Emergency Management Agency (“FEMA”) for beach repairs; and

WHEREAS, the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems has provided \$150,000 in grant funding to the City for sand replacement and to prepare a beach management plan for submission to FEMA; and

WHEREAS, the City has entered into Agreement No. H5M01 with the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems to set forth the terms and conditions of the grant funding; and

WHEREAS, the Florida Department of Environmental Protection, Bureau of Beaches has awarded additional grant money in the amount of \$145,728.00 for a total of \$295,728.00.

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

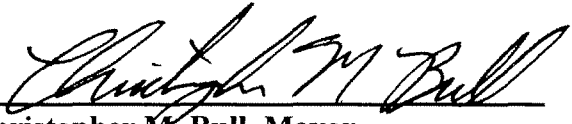
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Council hereby approves Amendment No. 2 to Agreement No. H5M01 between the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems is attached as Exhibit “A” hereto. The City Manager and City Attorney are authorized to finalize the terms and conditions of the Agreement and The City Manager is authorized to execute said Agreement on Behalf of the City.

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

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 9th day of January, 2007.


THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

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

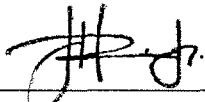
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



City Attorney

AMENDMENT No: 2
DEP AGREEMENT No: H5MO1
 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF BEACHES AND COASTAL SYSTEMS
 HURRICANE RECOVERY PLAN
 STATE OF FLORIDA
 AMENDMENT TO GRANT AGREEMENT FOR
MARATHON BEACHES RESTORATION

THIS AGREEMENT is entered into on the 11th day of October, 2005, and amended on the 25th day of May, 2006, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and the CITY OF MARATHON, a local government, (hereinafter referred to as the "LOCAL SPONSOR") is hereby amended as follows:

- Paragraphs 6, 7, 12, 15, 18 and 33 are hereby revised to read as follows:
6. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

Table 1: Estimated Project Costs

Task #	Eligible Project ITEM	State	Local	Total
1.0	Feasibility Study	\$20,000	\$2,000	\$22,000
2.0	Construction	\$275,728	\$27,570	\$303,298
TOTAL PROJECT COSTS		\$295,728	\$29,570	\$325,298

7. A. The DEPARTMENT's financial obligation shall not exceed the sum of \$295,728 for this PROJECT or up to 90.91 percent of the non-federal PROJECT cost, if applicable, whichever is less. The LOCAL SPONSOR agrees that any costs which exceed the estimated PROJECT costs shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shall be provided through formal amendment to this Agreement.
- B. LOCAL SPONSOR shall provide the local match required by Section 3 of Chapter 2004-475, Laws of Florida, unless such matching requirement is waived or reduced by the Executive Office of the Governor pursuant to the provisions of Chapter 2004-475, Laws of Florida. LOCAL SPONSOR shall document to the DEPARTMENT any matching funds waiver or reduction upon receipt from the Executive Office of the Governor, unless such waiver has been obtained through the DEPARTMENT.
- C. The DEPARTMENT shall authorize payments in the amount of 90.91% of total eligible project costs, subject to the funding limits established herein, on a per invoice basis. If the LOCAL SPONSOR's required match percentage (amount) is reduced or waived in its entirety, the payment percentage amount for all eligible costs shall be adjusted accordingly.

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12. As consideration for the eligible work performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. For satisfactory performance, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with Attachment D (Contract Payment Requirements), attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as Attachment E-1 (Request For Payment, PARTS I – III), attached hereto and made a part hereof. These forms may be submitted on a quarterly basis. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31; the request shall be submitted no later than thirty (30) days following the completion date of the quarterly reporting period, of each year in which the project is underway. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Manager and the LOCAL SPONSOR'S Project Financial Officer and submitted to the DEPARTMENT as a payment request. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. In such cases where no reimbursement is sought for a given quarter, all applicable portions of Part III Project Progress Report must be completed and submitted.

15. Upon completion of the PROJECT the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as Attachment F-1 (Project Completion Certification). A final Project certification inspection will be made by the Department within 60 days after the PROJECT is certified complete by the LOCAL SPONSOR.

The DEPARTMENT reserves the right to release retainage withheld, at the request of the LOCAL SPONSOR, or at the DEPARTMENT'S convenience, for a completed eligible PROJECT item task during the term of this Agreement. A completed Project Completion Certification must accompany the payment request that identifies the eligible project items completed for which release of retained funds is requested by the LOCAL SPONSOR.

18. The LOCAL SPONSOR'S Project Manager for all matters is Susie Thomas, Phone: 305-289-4103. The DEPARTMENT'S Project Manager for all technical matters is Greg Enterline, Phone: 850/922-7721 and the DEPARTMENT'S Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: 850/922-7711, or their successor(s). All matters shall be directed to the appropriate persons for action or disposition.

33. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT'S Project Manager. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT'S Project Manager of the solicitation from which an intended subcontractor was selected. Upon the DEPARTMENT'S request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents, including the solicitation and responses thereto, the bid tabulations and the resulting contract(s) including a detailed scope of work.

- All references to Attachments E and F are hereby deleted and replaced with references to Attachment E-1.
- Attachments E and F are hereby deleted in their entirety.
- Attachments E-1 and F-1 as attached hereto are hereby added to the Agreement.
- In accordance with Paragraph No. 23, a revised copy of Exhibit 1 to Attachment G is herein provided to identify the additional funds included under this Agreement.
- Exhibit 1 to Attachment G is hereby deleted in its entirety and replaced with Exhibit 1A, attached hereto and made a part hereof.

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

CITY OF MARATHON

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Michael H. Harts
 Title: *City Manager

By: Michelle R. Bant
 Secretary or designee

Date: 1/10/07

Date: 12/13/06

FEID No. 65-0984873

Dena Vanhanden
 DEP Grant Program Administrator

APPROVED as to form and legality:

BR Apple
 DEP Attorney

*If someone other than the City Manager signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	E-1	Request For Payment (3 pages)
Attachment	F-1	Project Completion Certification (1 page)
Attachment	G	Exhibit 1A (Page 5 of 5)

ATTACHMENT E-1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
HURRICANE RECOVERY PLAN GRANT PROGRAM

REQUEST FOR PAYMENT – PART I
PAYMENT SUMMARY

Name of Project: MARATHON BEACHES RESTORATION

Grantee: CITY OF MARATHON

DEP Contract Number: H5MO1

Billing Number: _____

Billing Period: _____

Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated	\$ _____	Local Funds Obligated	\$ _____
Less Advance Pay	\$ _____	Less Advance Pay	\$ _____
Less Previous Payment	\$ _____	Less Previous Credits	\$ _____
Less Previous Retained	\$ _____		
Less This Payment	\$ _____	Less This Credit	\$ _____
Less This Retainage (10%)	\$ _____	Local Funds Remaining	\$ _____
State Funds Remaining	\$ _____		

Certification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Bureau of Beaches and Coastal Systems approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
HURRICANE RECOVERY PLAN GRANT PROGRAM
REQUEST FOR PAYMENT – PART II**

REIMBURSEMENT DETAIL

Name of Project: _____					Billing#	Billing Period:	DEP CONTRACT NUMBER		Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)		
Grantee: _____											
Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item (2)	SOW/BID # (3)	Vendor Name	Check or Debit#	Total Amount Eligible for State Share (4)	Changes per BBCS Project Manager (5,6)	Changes per BBCS Accountant (5,6)	Approved Eligible Cost (5,6)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
Totals for all items on page:											
Item #	Notes and invoice adjustment explanations per item # (5)										
Certification: I certify that the purchases noted above were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.											
Name/Signature of Project Administrator						Date					
Name/Signature of Project Financial Officer						Date					
Form Instructions:											
(1) Grantee: enter exact amount of check or debit.											
(2) Grantee: enter the subtask ID# from the Eligible Project Item table of the DEP Grant.											
(3) Scopes of work and bids that have been approved for DEP cost share may be assigned a tracking identifier number. Grantee: Insert this tracking number when applicable.											
(4) Grantee: insert only the amount of vender payment that is assumed to be eligible for DEP cost share.											
(5) Grantee: DEP Project Managers and accountants will make necessary corrections or adjustments within the terms of the contract and in accordance with state rule.											
(6) DEP staff: Enter the total amount of line item increase or decrease: if the adjustment is a decrease, precede the amount with the "-" (minus) sign.											

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
HURRICANE RECOVERY PLAN GRANT PROGRAM**

**REQUEST FOR PAYMENT - PART III
PROJECT PROGRESS REPORT**

Name of Project: MARATHON BEACHES RESTORATION

Grantee: CITY OF MARATHON

DEP Agreement Number: H5MO1

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task No:	Eligible Project Item:
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1.0	FEASIBILITY STUDY
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2.0	CONSTRUCTION
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ATTACHMENT F-1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
HURRICANE RECOVERY PLAN GRANT PROGRAM

PROJECT COMPLETION CERTIFICATION

Name of Project: MARATHON BEACHES RESTORATION

Grantee: CITY OF MARATHON

DEP Agreement Number: H5MO1

*I hereby certify that the above mentioned project has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department of Environmental Protection and grantee, and all funds expended for the project were expended pursuant to the Project Agreement.

Name of Project Administrator

Signature of Project Administrator

Date

*Requests for the Department's release of retained funds for which an *eligible project item* is completed *may be considered* in advance of overall Project Completion. If this Certification pertains only to the completion of specific eligible project item tasks, the LOCAL SPONSOR shall also provide the following information in addition to the required signature above:

Requested Amount of Release: \$ _____

Period of Services: _____

Completed Task Description: _____

EXHIBIT – 1A

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Contract	Chapter 2006-25, Laws of Florida (Section 30)	2004-2005	37.065	2004 Hurricane Recovery Grant Program	\$150,000	149930
Amendment No. 2	General Revenue Fund GAA Line Item 1696	2005-2006	37.003	Beach Management Funding Assistance Program	\$145,728	140126

Total Award					\$295,728	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.