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**CITY OF MARATHON, FLORIDA
RESOLUTION 2009-156**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING GRANT AGREEMENT #4600001918 WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT IN AN AMOUNT NOT TO EXCEED \$300,000 FOR STORMWATER COLLECTION, TREATMENT AND DISPOSAL SYSTEMS IN SERVICE AREA 3; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Florida Water Management District (SFWMD) desires to provide financial assistance to the City of Marathon (The City) for stormwater collection, treatment, and disposal systems in Service Area 3; and

WHEREAS, Grant Agreement #4600001918 will match the City's expenditures for the stormwater improvements underway in Service Area 3 in an amount not to exceed \$300,000; and

WHEREAS, the City finds that approval of Grant Agreement #4600001918, attached hereto as Exhibit "A," is in the best interest of the City.

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 City Council approves Grant Agreement #4600001918, attached hereto as "Exhibit A", in an amount not to exceed \$300,000; and authorizes the Manager to execute the contract.

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 27th day of October, 2009.

THE CITY OF MARATHON, FLORIDA



Mayor Mike Cinque

AYES: Ramsay, Snead, Vasil, Worthington, Cinque
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



ORIGINAL

SAP REFERENCE NO. 9500003811

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LOCAL GOVERNMENTAL AGREEMENT**

AGREEMENT NO. 4600001918

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF MARATHON

THIS AGREEMENT is entered into as of the DEC 09 2009 by and between the South Florida Water Management District (**DISTRICT**) and City of Marathon (**CITY**).

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **CITY** for stormwater collection, treatment, and disposal systems in Service Area 3; and

WHEREAS, the **CITY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Governing Board of the **DISTRICT** at its November 13, 2009 meeting, approved entering into this **AGREEMENT** with the **CITY**;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **CITY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for installing 30 inlets, baffles, and traps; 1000 linear feet of Type B trench with perforated HDPE piping; 2000 linear feet of Type A ex-filtration trench with HDPE piping; drill and case 3 shallow injection wells; and install 3 well control structures.

2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of Ten (10) Months.
3. The total **DISTRICT** contribution shall not exceed the amount of \$300,000.00. The **DISTRICT** shall make payment upon completion and acceptance of the deliverables as described in the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$300,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. In the event the **CITY** is providing a cost sharing contribution as provided for in paragraph 5 below, the **CITY** shall provide evidence that its minimum cost share has been met for each invoice submitted. The subject cost share documentation shall be included with each invoice. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **CITY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.
4. The **CITY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **CITY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **CITY** shall cost share in the total amount of \$300,000.00 in conformity with the laws and regulations governing the **CITY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **CITY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **CITY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date of the **AGREEMENT**, unless authorized through execution of an amendment to cover succeeding periods.
7. The **CITY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **CITY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **CITY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **CITY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).

8. Both the **DISTRICT** and the **CITY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **CITY** under this **AGREEMENT** shall be deemed to be the property of the **CITY** upon completion of this **AGREEMENT**. The **CITY** shall retain all ownership to tangible property.
9. The **CITY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **CITY** and the officers, employees, servants and agents thereof. The **CITY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **CITY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **CITY** subcontracts any part or all of the work hereunder to any third party, the **CITY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **CITY**. Any contract awarded by the **CITY** shall include a provision whereby the **CITY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **CITY's** subcontract.
10. The **CITY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **CITY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **CITY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but

will attempt to advise the **CITY**, upon request, as to any such laws of which it has present knowledge.

14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **CITY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **CITY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **CITY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **CITY**.
16. The **CITY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **CITY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. Maintenance of Records: The **CITY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
 - B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
 - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **CITY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **CITY** shall, in addition to the inspection and audit rights set forth in paragraph 16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
 - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **CITY** as set forth in Exhibit "C". The **CITY** shall maintain all financial/non-financial records through:
 - (1) Identification of the state or federal awarding agency, as applicable
 - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
 - (3) Audit and accountability requirements for state projects as stated in the Single

Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement

- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **CITY's** financial and non-financial records to the extent necessary to monitor the **CITY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

- 18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District City of Marathon

Attn: Tom Genovese, Director
Telephone No. (305) 453-1275

Attn: Zully Hemeyer, Utilities Manager
Telephone No. (305) 289-5009

Attention: Rupert Giroux, Contract Specialist
Telephone No. (561) 682-2532

Address:
9805 Overseas Highway
Marathon, FL 33050

Address:
3301 Gun Club Road
West Palm Beach, FL 33406

- 19. Invoices, clearly marked "ORIGINAL", shall be sent to the attention of Accounts Payable at the **DISTRICT's** address specified below. All invoices shall reference the **AGREEMENT** and SAP Reference Numbers specified on page one of this **AGREEMENT**. In addition, a copy of the invoice shall be sent to the attention of the **DISTRICT's** Project Manager either at the address specified in paragraph 18 above or via Facsimile (FAX) using the FAX number also specified above.

South Florida Water Management District
Attention: Accounts Payable
P.O. Box 24682
West Palm Beach, Florida 33416-4682

- 20. **CITY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.


21. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
22. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
23. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, **CITY** or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
24. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
25. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
26. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
27. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1 – 26
 - (b) Exhibit “A” Statement of Work
 - (c) Exhibit “B” Payment and Deliverable Schedule
 - (d) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: 
Frank Hayden, Director of Procurement *AM*

SFWMD PROCUREMENT APPROVED

By: 
Date: 10/6/09 *sm*

CITY OF MARATHON

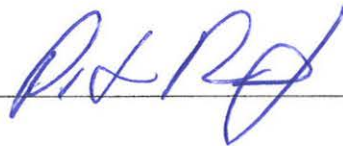
By: 
Title: ACTING CITY MANAGER

EXHIBIT "A"

STATEMENT OF WORK

City of Marathon Stormwater Project – FY 2010

1.0 INTRODUCTION AND BACKGROUND

The Florida Keys are comprised of a chain of more than 800 individual islands located at the southern tip of Florida, extending from Soldier Key at the northeastern point, to the Dry Tortugas at the southwestern point. The more developed islands are connected by U.S. Highway 1, a 110-mile stretch of roadway from Key Largo to Key West. A significant portion of the waters adjacent to the islands has been designated as Outstanding Florida Waters, and includes the 2,800-square nautical mile Florida Keys National Marine Sanctuary (FKNMS) the second largest in the United States. The ecosystem and coral reefs within the Keys are complex and dynamic systems and one of earth's most precious resources. Nevertheless, wastewater and stormwater practices in the islands have placed the marine ecosystem under stress. Ongoing research has determined that continued discharge of nutrients into the nearshore waters (attributable to improperly treated wastewater and to stormwater runoff) is a major direct cause of the degradation of the Keys' nearshore and coastal waters. The unique geological and hydrological characteristics of the Keys, as well as the protected status of the waters surrounding the islands, mandate the need to construct facilities to treat and dispose of wastewater and stormwater to help restore the health and economic vitality of the Keys' marine community.

The City of Marathon incorporated in 1999 and assumed responsibility for serving its citizens and protecting the environment. To comply with the requirements of Chapter 99-395, Laws of Florida, which requires that wastewater treatment systems in Monroe County be upgraded to advanced treatment levels by July 1, 2010, the City began to design and build a wastewater system to serve the entire City. It was realized early on that addressing the stormwater needs of the City in conjunction with the wastewater project would result in significant savings in construction costs. Consequently, the City adopted a stormwater facilities plan that provides for stormwater collection, treatment disposal in the public rights of way.

2.0 OBJECTIVES

The Marathon Stormwater Project originated from recognition of the need to reduce flooding in the public right of way and to reduce runoff of untreated stormwater into the coastal waters within the City of Marathon in order to restore the health and economic vitality of its nearshore waters. The goal of this project is the collection and treatment of stormwater to reduce nuisance flooding in the streets and reduce or eliminate discharges through surface runoff and through existing stormwater outfalls. The purpose of work is to implement the most cost-effective, environmentally sound, and most efficiently maintained and operated program for the management of existing and future stormwater pollutants that act, or will act, to deteriorate the Keys' water quality in the Marathon area.

District funds (Ad Valorem) in an amount not to exceed \$300,000 will be applied toward the stormwater projects in Service Area 3. \$300,000 of District funds will be applied toward the first

\$600,000 of the estimated total of \$608,681 in construction costs for the Service Area 3 stormwater project.

If the total consideration for this agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this agreement will be subject to Governing Board budgetary appropriation. In the event the District does not approve funding for any subsequent fiscal year, this agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this agreement to the contrary.

3.0 SCOPE OF WORK

The Fiscal Year 2010 Stormwater scope of work in Marathon includes work being performed in Service Area 3. This work includes installation of stormwater collection, treatment and disposal systems in drainage basins in this Service Area. Service Area 3 incorporates the area from 11th Street to 37th Street in the City of Marathon, excluding Boot Key.

The scope of work in Service Area 3 includes the installation of 30 stormwater inlet structures associated with drainage swales that will carry stormwater from adjacent roadways and properties to the inlet structures. The inlet structures will be equipped with baffles and traps to remove floatable and settleable pollutants from the collected stormwater. The inlet grates are set at elevations above the bottom of the swales to maximize the dry retention area for additional treatment.

The scope of work in Area 3 also includes the construction of stormwater disposal systems. Depending on the results of hydraulic modeling, the treated stormwater will be discharged to either exfiltration trenches or to shallow injection wells. There is 1,000 linear feet of Type B trench with 18" HDPE piping used to carry stormwater from the inlet structures to the disposal systems.

There will be approximately 2000 linear feet of Type A exfiltration trenches consisting of 18" perforated HDPE pipe and associated fittings installed in trenches that are filled with granular media contained within filter fabric. The trenches are 7 feet deep and 5 feet wide, providing a large surface area for exfiltration of the treated stormwater.

In some areas, hydraulic models showed that very long exfiltration trenches would be needed. In these cases, it was found that construction of shallow injection wells provided a more cost-effective means of disposal. The wells are 12 inches in diameter and are drilled to a minimum depth of 90 feet with PVC casings to 60 feet below surface. Each well is fitted with a concrete well control structure that includes baffles and a control weir to maximize treatment. The scope of work in Service Area 3 includes the installation of 3 injection wells and 3 well control structures.

4.0 WORK BREAKDOWN STRUCTURE

Project Management

The City and its Engineer are responsible for project management, budget management and quality control. The City and its Engineer are responsible for reviewing and approving deliverables from the consultant to ensure that the project objectives are met.

4.1 Service Area 3 Stormwater Project – Major Tasks

- Install 30 stormwater inlet structures and associated drainage swales
- Construct 2,000 linear feet of Type A exfiltration trench with perforated HDPE pipe
- Construct 1,000 linear feet of Type B trench with HDPE pipe
- Drill and case 3 shallow injection wells
- Install 3 well control structures

Service Area 3 Deliverables: Construction status reports, Construction pay applications, Well completion reports.

**EXHIBIT B
PAYMENT AND DELIVERABLE SCHEDULE**

Total payment by the District to the City shall not exceed the amount of **\$300,000.00**. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the City within the not-to-exceed amounts specified below. The City is responsible for reviewing and approving deliverables to ensure that contractual requirements are met.

If the total consideration for this agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this agreement will be subject to Governing Board budgetary appropriation. In the event the District does not approve funding for any subsequent fiscal year, this agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this agreement to the contrary.

Task	Deliverable(s)	Est. Due Date	District Not-To-Exceed Est. Payment	Total Project Cost Estimate*
Install inlet structures, exfiltration trenches, injection wells, and well control structures in Service Area 3	Construction progress reports, Certified pay Well applications, completion reports	6/30/10	\$300,000.00	\$608,681.00

* District funds in an amount not to exceed \$300,000 will be applied toward the first \$600,000 of the estimated total of \$608,681 in construction costs for the stormwater portion of the Service Area 3 project.

EXHIBIT C

FUNDS AWARDED TO THE ENTITY 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
			Not Applicable		

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 Number	CFDA Title	Funding Amount	State Appropriation Category
			Not Applicable		

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
				Not Applicable		

Total Award						
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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.