

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-67**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND THE CITY OF MARATHON, FLORIDA, FOR HURRICANE IRMA MARINE DEBRIS CLEARING AND RELATED SERVICES UNDER USDA NATURAL RESOURCES CONSERVATION SERVICE GRANT NR184209XXXXC027.

WHEREAS, Hurricane Irma made landfall in the Florida Keys on September 10, 2017 as a Category 4 hurricane with maximum sustained winds of approximately 130 m.p.h.; and

WHEREAS, the hurricane caused significant and widespread damage throughout Monroe County, including the City of Marathon, including the deposit of all forms of waterway debris that poses a direct threat to the health, safety and welfare of residents of the County and City; and

WHEREAS, the City of Marathon (the “City”) wishes to enter into an Interlocal Agreement with Monroe County (the “County”) for Hurricane Irma marine debris clearing and related services.

WHEREAS, the County applied for and has been awarded Natural Resources Conservation Service (NRCS) Grant number NR184209XXXXC027 (“Grant) from U.S. Department of Agriculture (USDA) for marine debris clearing and monitoring services in unincorporated Monroe County, Marathon and Islamorada; and

WHEREAS, the City of Marathon’s portion of the Grant is \$7,509,500.00 for construction cost (FA), which is 75% reimbursable, and \$375,475.00 for other related costs (TA), which is 100% reimbursable from NRCS; and

WHEREAS, the City of Marathon has received assurances from Monroe County that the City will receive equal priority for clean-up as the Contractors selected to do monitoring and clean-up begin work throughout the Florida Keys; and

WHEREAS, it is necessary for the Parties to enter into this Agreement in order to spell out the rights and responsibilities of the Parties under the Grant and this Agreement.

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 Interlocal Agreement (ILA) attached hereto as Exhibit “A”, between Monroe County and the City of Marathon for Hurricane Irma marine debris clearing and related services under USDA Natural Resources Conservation Grant NR184209XXXXC027 is hereby approved. The Mayor is authorized to sign the ILA 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 10TH DAY OF JULY 2018.

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

AYES: Zieg, Bartus, Senmartin, Cook, Coldiron
NOES: None
ABSENT: None
ABSTAIN: None

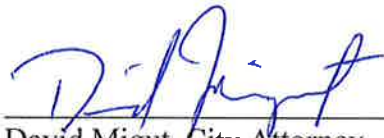
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



David Migut, City Attorney

**INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY,
FLORIDA, AND THE CITY OF MARATHON, FLORIDA, FOR
HURRICANE IRMA MARINE DEBRIS CLEARING AND RELATED
SERVICES UNDER USDA NATURAL RESOURCES CONSERVATION
SERVICE GRANT NR184209XXXXC027.**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2018, pursuant to Section 163.01, Florida Statutes, between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 (“County”), and the City of Marathon, Florida, a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon FL 33050 (“City”) (collectively hereinafter referred to as the “Parties”).

WITNESSETH:

WHEREAS, the County and the City are authorized to enter into this Agreement and implement its provisions pursuant to Section 163.01, Florida Statutes, as amended, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with each other for mutual advantage and to provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geographic, economic, and other factors influencing the needs and development of local communities; and

WHEREAS, Hurricane Irma made landfall in the Florida Keys on September 10, 2017 as a Category 4 hurricane with maximum sustained winds of approximately 130 m.p.h.; and

WHEREAS, the hurricane caused significant and widespread damage throughout Monroe County, including the City of Marathon, including the deposit of all forms of waterway debris that poses a direct threat to the health, safety and welfare of residents of the County and City; and

WHEREAS, the County has applied for and been awarded Natural Resources Conservation Service (NRCS) Grant number NR184209XXXXC027 (“Grant”) from the U.S. Department of Agriculture (USDA) for marine debris clearing and monitoring services in unincorporated Monroe County, Marathon and Islamorada; and

WHEREAS, the Grant has a total approved budget of \$49,257,802.90 of which eligible Financial Assistance (FA) construction costs are \$45,821,212.00 and Technical Assistance (TA) costs are \$3,426,590.90. FA costs are subject to a 25% local cost share; TA costs have no local cost share. Both FA and TA are paid on a reimbursement basis; and

WHEREAS, the City of Marathon’s portion of the Grant is \$7,509,500.00 for construction costs (FA), which is 75% reimbursable, and \$375,475.00 for other related costs (TA), which is 100% reimbursable from NRCS; and

WHEREAS, it is necessary for the Parties to enter into this Agreement in order to spell out the rights and responsibilities of the Parties under the Grant and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is acknowledged by both of the Parties, and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the Parties hereto agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated in this Agreement by reference.

SECTION 2. TERM AND TERMINATION.

The term of this Agreement shall run from the date on which the Agreement is executed by both the Parties (“Effective Date”), and shall continue in full force and effect until the Parties have satisfied all of their obligations under this Agreement, unless terminated sooner as provided herein (“Term”).

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days’ notice to the other party in accordance with Section 10 below. The Agreement may also be terminated by mutual agreement of the Parties in writing. The City shall remain liable for payment for all work performed under the Agreement up to and including the date of termination, including any vendor termination fees that may apply. This Agreement is subject to and conditional upon annual appropriation by City. In the event that funding from the USDA NRCS or any other source is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement but prior to completion of the Agreement, the County may terminate the Agreement, subject to renegotiation under new funding limitations and conditions.

SECTION 3. RESPONSIBILITIES OF THE PARTIES.

A. Each party to this Agreement shall designate an individual who may be designated by title or position to oversee and administer the party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

For the County:
Rhonda Haag
Director Sustainability and Projects
102050 Overseas Highway, Ste. 246
Key Largo, FL 33037
Bus: (305) 453-8774
Haag-rhonda@monroecounty-fl.gov

For the City:
George Garrett
Deputy City Manager / Planning Director
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050
305 289-4111
garrettg@ci.marathon.fl.us

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

B. The Scope of Services for work to be performed under this Grant is as shown in the Notice of Grant and Agreement Award (“Award”) for the Grant, attached hereto as Exhibit A to this Agreement and incorporated herein by reference. By entering into this Agreement, each party agrees that it will comply with all terms and conditions imposed on the Sponsor in the Award.

C. Monroe County has the overall responsibility for direction of any work performed by the

marine debris contractor (Marine Debris Contractor)(s) in any tier under the Grant. However, the City of Marathon staff shall provide day-to-day onsite input for the work performed by the Marine Debris contractor(s) in Marathon. If at any time the City of Marathon directs work to be performed by the Marine Debris Contractor that is not covered under the USDA NRCS Award document, the City shall be responsible for full payment of that work to the County for such work. The City shall provide weekly summary reports to the County indicating the work that has been performed. The County shall have sole responsibility for direction of work performed by the Marine Debris Monitoring firm.

D. The contract award/project period is 220 calendar days from the date of signature on the Award by NRCS. The total estimated project budget for the City is as shown on Exhibit B to this Agreement. Of the total amounts awarded under the Grant, seven million five hundred and nine thousand five hundred dollars and no cents (\$7,509,500.00) for construction costs (FA), and three hundred seventy-five thousand four hundred seventy-five dollars and no cents (\$375,475.00) for other related costs (TA) has been allocated to the City ("City Share"). No further work shall be performed once the maximum available allotment under the Grant has been reached under either category of FA or TA costs.

E. The County shall hire one or more Marine Debris Contractors and a Marine Debris Monitoring firm to perform the work covered by the Award in the City. Thereafter, throughout the Term of this Agreement, the contractors will submit invoices to the County, with copies to the City, for the work performed, up to the amounts shown in Exhibit B. Within seven (7) calendar days following receipt of the invoice from the Marine Debris Contractors or the Marine Debris Monitoring Firm, the City shall deposit funds with the County in an amount necessary to pay the full amount of the invoice. All payments from the City to the County and from the County to the City shall be submitted using electronic funds transfers.

F. Within seven (7) days following receipt of the payment from the City, the County shall (a) pay the contractor and (b) submit the claim to NRCS for reimbursement.

G. Within ten (10) days following receipt by the County of reimbursement from NRCS, the County will issue the reimbursement amount to the City. NRCS reimburses 100% of allowable "other" monitoring costs, and 75% of the allowable construction costs (i.e., the construction costs are subject to a 25% local match).

H. The City understands that only work covered in the Grant Agreement is allowable work, including the limit of the 19 City canals listed in Exhibit C. If the City desires to add additional canals or additional work, or request a time extension, the City shall notify the County in writing of its intentions. The County shall then contact NRCS for guidance on proceeding with such requests. All amendments to the Award require the prior written approval of both the County and NRCS. All costs associated with preparation of new project application packages to NRCS, all permit application costs and fees and any related engineering fees for requests for amendments that originate with the City shall be entirely borne by the City and shall not be derived from the \$375,475.00 allocated for TA costs.

I. Upon completion of all work allowable under the Grant Award, if there are funds remaining in the City's allocation, those funds will be reallocated to Monroe County for use at their discretion in Monroe County, and Monroe County will assume the responsibility for payment of the work.

SECTION 4. RECORDS – ACCESS AND AUDITS.

A. Both Parties shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of three years from the date of submission of the final expenditure report in accordance with 2 CFR § 200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County determines that monies paid to the City pursuant to this Agreement were spent for purposes not authorized by this Agreement, the City shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the County.

B. The Parties shall allow public access to all records subject to the provisions of Chapter 119, Florida Statutes, and the Constitution of the State of Florida and which have been made or received by either party in conjunction with this Interlocal Agreement.

SECTION 5. NONDISCRIMINATION.

The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

SECTION 6. GOVERNING LAW, VENUE.

The laws of the State of Florida shall govern this Agreement. Any lawsuit to enforce the terms and conditions of this Agreement must be brought in Monroe County, Florida.

SECTION 7. SEVERABILITY.

If any provision or part of a provision of this Agreement is found by a court or other authority of competent jurisdiction to be void or unenforceable, that provision or part of a provision is to be deemed deleted from this Agreement and the remaining provisions to continue in full force and effect. The Parties shall, in this event, seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable.

SECTION 8. CODE OF ETHICS.

The Parties agree that officers and employees of the City and County required to comply with the standards of conduct for public officers and employees as delineated in Section 112.311, et seq, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

The County and City each warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Each party further warrants that it has not employed, retained or otherwise had act on its behalf any former county officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 as amended by Ordinance 020-1990 or any county officer or employee in violation of Section 3 of Ordinance No. 010-1990. For the breach or violation of the provision, each party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration

SECTION 9. AUTHORITY TO EXECUTE, EXECUTION IN COUNTERPARTS, EXECUTION BY ELECTRONIC SIGNATURES.

The persons signing below represent and warrant that each possesses the requisite authority to execute this Agreement and to bind his respective entity through his signature. This Agreement may be signed in counterparts. In accordance with Monroe County Ordinance No. 005-2018, an electronic signature is equally valid as a hard copy or wet signature.

SECTION 10. NOTICE.

Whenever any party desires to give notice to the other, it must be given by written notice, either by registered first class U.S. mail, return receipt requested, or by certified mail, and sent to:

For the County:
Monroe County Administrator
1100 Simonton St.
Key West, FL 33040

For the City:
City Manager
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

SECTION 11. OTHER FEDERAL CLAUSES.

The Parties understand that the subject matter of this Agreement is work that will be paid for by a federal award, as that term is defined in 2 C.F.R. part 200, and therefore, the following federal contract clauses apply:

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

B. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

D. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

E. NRCS Regulations. NRCS administers the Emergency Watershed Protection (EWP) program through the following authorities:

- Section 216, Public Law 81-516 (33 U.S.C. Section 701b);

- Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334; and
- Section 382, Title III, of the 1996 Farm Bill Public Law 104-127.
- Codified rules for administration of the EWP program are set forth in 7 CFR 624.

The Parties understand agree that they will comply with the aforementioned statutes and regulations.

SECTION 12. ENTIRETY OF AGREEMENT. This Agreement constitutes the entire agreement between the County and the City, and supersedes all proposals, prior agreements, and all other communication between the Parties in relation to the subject matter covered by this Agreement. Except as otherwise provided herein, no revision, amendment or modification of this Agreement shall be effective unless reduced to writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.

(SEAL)
Attest: KEVIN MADOK, CLERK

By:

Deputy Clerk

Date:

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By:

David Rice, Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND
RELIANCE OF MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS ONLY:

CYNTHIA L. HALL, ASSISTANT COUNTY ATTORNEY

(SEAL)
Attest: DIANE CLAVIER, CITY CLERK

By: Diane Clavier

THE CITY OF MARATHON, FLORIDA

By: Michelle Coldiron
Michelle Coldiron, Mayor

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

David Migut
DAVID MIGUT, CITY ATTORNEY



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR184209XXXXC027	2. Amendment Number	3. Award /Project Period 220 Calendar Days From NRCS Signature	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510		6. Recipient Organization (Name and Address) COUNTY OF MONROE 1100 SIMONTON STREET KEY WEST FL 33040-3110 DUNS: 073876757 EIN:	
7. NRCS Program Contact Name: Jason Strenth Phone: (352) 338-9559 Email: jason.strenth@fl.usda.gov	8. NRCS Administrative Contact Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@OH.USDA.GOV	9. Recipient Program Contact Name: Rhonda Haag Phone: 305-453-8774 Email: haag-rhonda@monroecounty-fl.gov	10. Recipient Administrative Contact Name: Rhonda Haag Phone: 305-453-8774 Email: haag-rhonda@monroecounty-fl.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Roman Gastesi Phone: 305-292-4442 Email: gastesi-roman@monroecounty-fl.gov
15. Project Title/ Description: Monroe County Hurricane Irma EWP - Debris Removal 6000003865			
16. Entity Type: 01 = County government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	37,802,499.900	11455303.00	
Additional funds total	\$0.00	\$0.00	
Grand total	37,802,499.900	11455303.00	

18. Approved Budget			
Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	34,365,909.000	Other	\$3,436,590.90
Total Direct Cost	37,802,499.900	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	11455303.00
		Total Federal Funds Awarded	37,802,499.900
		Total Approved Budget	49,257,802.900

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

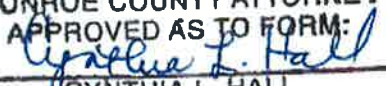
Name and Title of Authorized Government Representative RUSSELL MORGAN State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Roman Gastesi County Administrator	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM:

 CYNTHIA L. HALL
 ASSISTANT COUNTY ATTORNEY
 Date 6-12-2018

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Monroe County, hereinafter referred to as the "Sponsor", for EWP Project # 5072 (Hurricane Irma) in Monroe County, Florida for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

DSR No. MC-17-001 – Remove debris from Big Coppitt, Geiger, Saddlebunch, Sugarloaf canals = \$2,309,353

DSR No. MC-17-002 – Remove debris from Cudjoe, Summerland, Ramrod, Little Torch canals = \$3,811,652

DSR No. MC-17-003 – Remove debris from Big Pine Key canals = \$22,475,998

DSR No. MC-17-004 – Remove debris from Conch, Tavernier, Key Largo canals = \$3,124,529

DSR No. MC-17-005 – Remove debris from Marathon, Matecumbe, Plantation canals = \$14,099,680

Total Estimated Construction Cost = \$45,821,212

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$49,257,802.90

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$34,365,909.00 + 25% Sponsor \$11,455,303.00): \$45,821,212

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$3,436,590.90

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for design services, contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of

non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.
4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.
5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.
9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
11. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
12. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
13. Any costs (construction or technical and administrative services) incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.

18. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining land rights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.

19. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.

20. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles that comply with NRCS programmatic principles and design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida (Not required for debris removal only sites). A copy of the signed and seal plans and specifications shall be provided to NRCS.

21. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

22. Provide construction inspection in accordance with the QAP.

23. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable (Not required for debris removal only sites) , prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

24. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

25. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

26. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

27. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

28. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Government Representative (GR). Provide NRCS Program/Technical Contact and GR progress reports every 2 weeks after execution of the agreement. Progress reports should include work accomplished for the period, technical on-site inspections, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

29. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

30. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a Professional Engineer (PE) certification that the Project was installed in accordance with approved plans and specifications. For debris removal only sites, certification does not need to be from a PE.

31. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact. For debris removal only sites, as-built drawings do not need to be certified by a PE.

32. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Payments can be requested as frequently as monthly. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

33. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

34. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

35. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

36. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of

Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

37. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

38. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

39. Submit requests for a time extension to the agreement (if necessary) in writing no less than forty-five (45) days prior to the expiration date of the agreement. Submit the written, signed request to the NRCS Program/Technical Contact.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly

executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer (if applicable), including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan (if applicable).
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction signed by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 45 days of completion of construction.

Resources Required

No resources other than funding.

Milestones

Milestones shall include, but not limited to, the following items:

1. Pre-design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtain permits.
5. Complete any necessary surveys.
6. Complete draft engineering plans and specifications for NRCS review.
7. Complete final engineering plans and specifications.
8. Complete quality assurance plan and operation and maintenance plan (if applicable).
9. Solicit bids.
10. Award contract.
11. Manage construction contract and provide quality assurance as described in the QAP.
12. Provide final inspection.
13. Complete as-built drawings.
14. Submit final payment.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following: The length of additional time required to complete the project and a justification for the extension A summary of progress to date An estimate of funds expected to remain unobligated on the scheduled expiration date A projected timetable to complete the portions of the project for which the extension is being requested Signature of the grantee and the project director A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number _____, at the close of the quarter ending _____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule Report Due Date
October 1 to December 31 January 31
January 1 to March 31 April 30
April 1 to June 30 July 31
July 1 to September 30 October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

• "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• “USDA is an equal opportunity provider and employer.” Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties

will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

	Total Estimated Project Budget	After Reimbursement/Match	Local cost share
Total, All Areas:			
Construction (FA) (75% NRCS + 25% local)	\$45,821,212.00	\$34,365,909.00	\$11,455,303.00
<u>Other (TA) (100% NRCS)</u>	<u>\$3,436,590.90</u>	<u>\$3,436,590.90</u>	<u>\$0.00</u>
Total	\$49,257,802.90	\$37,802,499.90	\$11,455,303.00
County			
Construction	\$31,721,532.00	\$23,791,149.00	\$7,930,383.00
<u>Other</u>	<u>\$2,731,606.90</u>	<u>\$2,731,606.90</u>	<u>\$0.00</u>
Total	\$34,453,138.90	\$26,522,755.90	\$7,930,383.00
Marathon			
Construction	\$7,509,500.00	\$5,632,125.00	\$1,877,375.00
<u>Other</u>	<u>\$375,475.00</u>	<u>\$375,475.00</u>	<u>\$0.00</u>
Total	\$7,884,975.00	\$6,007,600.00	\$1,877,375.00
Islamorada			
Construction	\$6,590,180.00	\$4,942,635.00	\$1,647,545.00
<u>Other</u>	<u>\$329,509.00</u>	<u>\$329,509.00</u>	<u>\$0.00</u>
Total	\$6,919,689.00	\$5,272,144.00	\$1,647,545.00

**NRCS PROJECT APPLICATIONS
FROM MONROE COUNTY, FL**



Canal Name and Number		Municipality	Adjacent Street
1	13 KEY LARGO	Unincorporated Monroe County	HAZEL ST, KEY LARGO
2	76 ROCK HARBOR	Unincorporated Monroe County	OCEAN DR, KEY LARGO
3	82 ROCK HARBOR	Unincorporated Monroe County	LOBSTER LN, KEY LARGO
4	83 ROCK HARBOR	Unincorporated Monroe County	OVERSEAS HWY, KEY LARGO
5	84 ROCK HARBOR	Unincorporated Monroe County	OVERSEAS HWY, KEY LARGO
6	98 ROCK HARBOR	Unincorporated Monroe County	E BEACH RD, KEY LARGO
7	102 TAVERNIER	Unincorporated Monroe County	BLUE HARBOR DR, KEY LARGO
8	103 TAVERNIER	Unincorporated Monroe County	BLUE HARBOR DR, KEY LARGO
9	123 PLANTATION KEY ADDED	Village of Islamorada	MAIN AVENUE, PLANTATION KEY
10	147 LOWER MATECUMBE KEY	Village of Islamorada	OVERSEAS HWY, LOWER MATECUMBE KEY
11	148 LOWER MATECUMBE KEY	Village of Islamorada	OVERSEAS HWY, LOWER MATECUMBE KEY
12	157 LOWER MATECUMBE KEY	Village of Islamorada	OVERSEAS HWY, LOWER MATECUMBE KEY
13	164 CONCH KEY ADDED 3	Unincorporated Monroe County	OVERSEAS HWY, CONCH KEY
14	203 MARATHON	City of Marathon	101ST ST, MARATHON OCEAN
15	204 MARATHON	City of Marathon	99TH ST, MARATHON OCEAN
16	208 MARATHON	City of Marathon	98TH ST, MARATHON OCEAN
17	211 MARATHON	City of Marathon	96TH ST, MARATHON OCEAN
18	221 MARATHON	City of Marathon	88TH ST, MARATHON OCEAN
19	222 MARATHON	City of Marathon	89TH ST, MARATHON OCEAN
20	224 MARATHON	City of Marathon	92ND ST, MARATHON OCEAN
21	225 MARATHON	City of Marathon	91ST ST, MARATHON OCEAN
22	228 MARATHON	City of Marathon	80TH ST, MARATHON OCEAN
23	229 BIG PINE KEY	Unincorporated Monroe County	NO NAME RD, BIG PINE KEY
24	232 MARATHON	City of Marathon	W 75TH ST, MARATHON OCEAN
25	238 BIG PINE KEY	Unincorporated Monroe County	GULF BLVD, BIG PINE KEY
26	239 MARATHON	City of Marathon	63RD ST, MARATHON OCEAN
27	240 MARATHON	City of Marathon	62ND ST, MARATHON OCEAN
28	242 MARATHON	City of Marathon	62ND ST, MARATHON OCEAN
29	244 MARATHON ADDED	City of Marathon	15TH ST, MARATHON
30	244 MARATHON ADDED 2	City of Marathon	OVERSEAS HWY, MARATHON
31	247 MARATHON	City of Marathon	29TH ST, MARATHON OCEAN
32	248 MARATHON	City of Marathon	OVERSEAS HWY, MARATHON
33	257 MARATHON	City of Marathon	SOMBREIRO BEACH RD, MARATHON
34	258 BIG PINE KEY	Unincorporated Monroe County	W ORTEGA LN, BIG PINE KEY
35	259 BIG PINE	Unincorporated Monroe County	GRANADA AVE, BIG PINE KEY
36	263 BIG PINE KEY	Unincorporated Monroe County	DELGADO LN, BIG PINE KEY
37	266 BIG PINE KEY	Unincorporated Monroe County	WITTERS LN, BIG PINE KEY
38	268 MARATHON	City of Marathon	TINGLER LN, MARATHON
39	273 BIG PINE KEY	Unincorporated Monroe County	MATTHEWS RD, BIG PINE KEY
40	277 BIG PINE KEY	Unincorporated Monroe County	SUNSET RD, BIG PINE KEY
41	277 BIG PINE KEY MERGED	Unincorporated Monroe County	FRIGATE LN, BIG PINE KEY
42	277 BIG PINE KEY MERGED 2	Unincorporated Monroe County	KILLDEER LN, BIG PINE KEY
43	277 BIG PINE KEY MERGED 5	Unincorporated Monroe County	EAGLE LN, BIG PINE KEY
44	278 BIG PINE KEY	Unincorporated Monroe County	BOUGAINVILLEA LN, BIG PINE KEY
45	280 LITTLE TORCH KEY	Unincorporated Monroe County	STATE RD, LITTLE TORCH KEY 4A
46	281 LITTLE TORCH KEY	Unincorporated Monroe County	STATE RD, LITTLE TORCH KEY 4A
47	282 BIG PINE KEY	Unincorporated Monroe County	HIBISCUS LN, BIG PINE KEY
48	284 BIG PINE KEY	Unincorporated Monroe County	IROQUOIS ST, BIG PINE KEY
49	287 BIG PINE KEY	Unincorporated Monroe County	SANDS RD, BIG PINE KEY
50	288 BIG PINE KEY	Unincorporated Monroe County	HIBISCUS DR, BIG PINE KEY
51	290 BIG PINE KEY	Unincorporated Monroe County	AVENUE J , BIG PINE KEY
52	292 LITTLE TORCH KEY	Unincorporated Monroe County	LINDA ST, LITTLE TORCH KEY

**NRCS PROJECT APPLICATIONS
FROM MONROE COUNTY, FL**



Canal Name and Number	Municipality	Adjacent Street	
53	293 BIG PINE KEY	Unincorporated Monroe County	AVENUE I , BIG PINE KEY
54	295 BIG PINE KEY	Unincorporated Monroe County	4TH ST, BIG PINE KEY
55	297 BIG PINE KEY	Unincorporated Monroe County	4TH ST, BIG PINE KEY
56	298 BIG PINE KEY	Unincorporated Monroe County	FLYING CLOUD AVE, BIG PINE KEY
57	299 BIG PINE KEY	Unincorporated Monroe County	4TH ST, BIG PINE KEY
58	300 BIG PINE KEY	Unincorporated Monroe County	5TH ST, BIG PINE KEY
59	302 BIG PINE KEY	Unincorporated Monroe County	ENTERPRISE AVE, BIG PINE KEY
60	303 BIG PINE KEY	Unincorporated Monroe County	SHIPS WAY, BIG PINE KEY
61	307 SUGARLOAF KEY	Unincorporated Monroe County	CRANE BLVD, SUGARLOAF KEY
62	310 RAMROD KEY	Unincorporated Monroe County	LESROHDE RD, RAMROD KEY
63	311 RAMROD KEY	Unincorporated Monroe County	MARIPOSA RD, RAMROD KEY
64	317 LITTLE TORCH KEY	Unincorporated Monroe County	OVERSEAS HWY, LITTLE TORCH KEY
65	323 SUMMERLAND KEY	Unincorporated Monroe County	OVERSEAS HWY, SUMMERLAND KEY
66	324 CUDJOE KEY	Unincorporated Monroe County	COLSON DR, CUDJOE KEY
67	326 CUDJOE KEY	Unincorporated Monroe County	CUTTHROAT DR, CUDJOE KEY
68	327 BIG PINE KEY	Unincorporated Monroe County	ELMA AVE, BIG PINE KEY
69	328 SUMMERLAND KEY	Unincorporated Monroe County	DOBIE ST, SUMMERLAND KEY
70	329 CUDJOE KEY	Unincorporated Monroe County	OVERSEAS HWY, CUDJOE KEY
71	332 CUDJOE KEY	Unincorporated Monroe County	5TH AVE, CUDJOE KEY
72	335 CUDJOE KEY	Unincorporated Monroe County	SAILFISH LN, CUDJOE KEY
73	336 CUDJOE KEY	Unincorporated Monroe County	OLD STATE RD, CUDJOE KEY 4A
74	337 CUDJOE KEY	Unincorporated Monroe County	DROST DR, CUDJOE KEY
75	339 LITTLE TORCH KEY	Unincorporated Monroe County	PIRATES RD, LITTLE TORCH KEY
76	340 CUDJOE KEY	Unincorporated Monroe County	DROST DR, CUDJOE KEY
77	344 CUDJOE KEY	Unincorporated Monroe County	NAVAJO DR, CUDJOE KEY
78	345 CUDJOE KEY	Unincorporated Monroe County	N EAGLE NEST DR, CUDJOE KEY
79	349 CUDJOE KEY	Unincorporated Monroe County	N EAGLE NEST DR, CUDJOE KEY
80	350 RAMROD KEY	Unincorporated Monroe County	OVERSEAS HWY, RAMROD KEY
81	351 SUMMERLAND KEY	Unincorporated Monroe County	W SHORE DR, SUMMERLAND KEY
82	353 CUDJOE KEY	Unincorporated Monroe County	N EAGLE NEST DR, CUDJOE KEY
83	359 CUDJOE KEY	Unincorporated Monroe County	PEBBLE PATH, CUDJOE KEY
84	372 CUDJOE KEY	Unincorporated Monroe County	PICARD LN, CUDJOE KEY
85	375 CUDJOE KEY	Unincorporated Monroe County	PUERTO BELLO DR, CUDJOE KEY
86	378 CUDJOE KEY	Unincorporated Monroe County	CALICO JACK CIR, CUDJOE KEY
87	381 SUMMERLAND KEY	Unincorporated Monroe County	HUDGINS DR, SUMMERLAND KEY
88	384 SUGARLOAF KEY	Unincorporated Monroe County	MOSHER DR, SUGARLOAF KEY
89	388 SUGARLOAF KEY	Unincorporated Monroe County	OVERSEAS HWY, SUGARLOAF KEY
90	397 SUGARLOAF KEY	Unincorporated Monroe County	SUGARLOAF BLVD, SUGARLOAF KEY
91	418 SUGARLOAF KEY	Unincorporated Monroe County	W POINT DR, SUGARLOAF KEY
92	422 SUGARLOAF KEY	Unincorporated Monroe County	KEYSTONE RD, SUGARLOAF KEY
93	433 SADDLEBUNCH KEYS (MERGED)	Unincorporated Monroe County	W CIRCLE DR, SADDLEBUNCH KEYS
94	437 BIG COPPITT	Unincorporated Monroe County	BARCELONA DR, BIG COPPITT KEY
95	438 BIG COPPITT KEY	Unincorporated Monroe County	JADE DR, BIG COPPITT KEY
96	441 BIG COPPITT KEY	Unincorporated Monroe County	DIAMOND DR, BIG COPPITT KEY
97	442 BIG COPPITT	Unincorporated Monroe County	ED SWIFT RD, BIG COPPITT KEY
98	444 BIG COPPITT KEY	Unincorporated Monroe County	OVERSEAS HWY, BIG COPPITT KEY
99	445 BIG COPPITT KEY	Unincorporated Monroe County	CACTUS DR, BIG COPPITT KEY
100	470 GEIGER KEY	Unincorporated Monroe County	GEIGER RD, GEIGER KEY
101	472 GEIGER KEY	Unincorporated Monroe County	VENUS LN, GEIGER KEY
102	475 GEIGER KEY	Unincorporated Monroe County	SIRIUS LN, GEIGER KEY
103	500 SUMMERLAND KEY	Unincorporated Monroe County	E SHORE DR, SUMMERLAND KEY