

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-125**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), HIGHWAY BEAUTIFICATION COUNCIL IN THE AMOUNT OF UP TO \$200,000 TO PROVIDE FUNDING FOR THE LANDSCAPING OF PRIMARY ENTRANCE “GATEWAYS” INTO MARATHON AND SECONDARY MEDIAN “GATEWAYS” AT INTERSECTIONS APPROACHING COCO PLUM DRIVE AND SOMBRERO BEACH ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS ON BEHALF OF THE CITY; APPROPRIATING FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City is committed to the ongoing image enhancement provided by landscaping the portion of the US1 corridor that transverses its boundaries and desires to highlight through landscaping the Sombrero Lighthouse replicas that are the “gateway” entrance signs to the City; and to further landscape the medians near the US1 intersections with the collector roads Coco Plum Drive and Sombrero Beach Road to reinforce these streets as secondary “gateways” to the City’s core and beaches; and to further replace ground cover in medians previously landscaped using City funds; and

WHEREAS, the Florida Department of Transportation, is accepting funding requests from Florida Local Governments for the 2015 Highway Beautification Council Grants Program with a recommended 50% match; if awarded, the City will enter into all necessary agreements required by FDOT; and

WHEREAS, it is anticipated that \$100,000 of the overall \$200,000 beautification project is eligible for reimbursement by FDOT under this program.

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 authorizes the City Manager to submit a Florida Department of Transportation Highway Beautification Council Grant application and administer the grant on behalf of the City of Marathon.

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 23rd day of September, 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

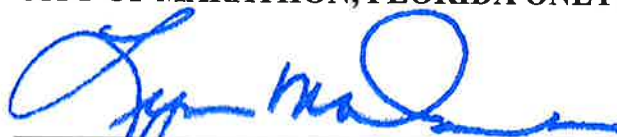
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



Lynn Danheisser, City Attorney

**DEPARTMENT FUNDED AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MARATHON**

THIS AGREEMENT is made and entered into this 26 day of June, 2015, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of Marathon, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction over and maintains the State Road (S.R.) 5/Overseas Highway corridor in the CITY; and

WHEREAS, the CITY has been selected by the Florida Highway Beautification Council to receive a grant for beautification improvements along S.R. 5/Overseas Highway from Seven Mile Bridge to Grassy Key, hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is hereby incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 437192-1-74-01, and has agreed to reimburse the CITY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the CITY has agreed to supervise and inspect all aspects of PROJECT construction and administration; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The CITY shall provide the DEPARTMENT with design plans for the DEPARTMENT's right-of-way within the limits of the pre-approved PROJECT locations. The PROJECT plans shall be subject to review and prior written approval from the DEPARTMENT. The CITY shall not change said plans without prior written approval from the DEPARTMENT. Said plans shall, at a minimum, comply with the Florida Administrative Code Rule, Chapter 14-40, Highway Beautification and Landscape Management, the provisions of which are incorporated herein by reference and shall become a part thereof.
- b. The CITY shall develop plans and implement the PROJECT in accordance with Section 580 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- c. The CITY shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- d. The CITY shall submit this Agreement to its CITY Council for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of Marathon Resolution', and is herein incorporated by reference.
- e. The CITY shall advertise for bid, let the consultant and construction contracts, administer, supervise and inspect all aspects of PROJECT construction until completion, and, as further defined in Exhibit "A", 'Scope of Services'. The CITY shall complete the PROJECT on or before June 30, 2016. All aspects of PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.
- f. The CITY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove CITY employment of same.
- g. The CITY's attorney shall certify to the DEPARTMENT that the Consultant Selection Process by the CITY in procuring any consultant contract for

engineering, architecture or surveying services entered into by the CITY for purposes of performing its duties under this Agreement has been accomplished in compliance with the Consultant's Competitive Negotiation Act (**Chapter 287.055, F.S.**)

- h. The CITY's attorney shall certify to the DEPARTMENT that the purchase of commodities or contractual services by the CITY exceeding the Threshold Amount for CATEGORY TWO per **Chapter 287.017 F.S.** for purposes of performing its duties under this Agreement has been accomplished in full compliance with the provisions of **Chapter 287.057 F.S.**
- i. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- j. The CITY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The CITY will make the best efforts to obtain the DEPARTMENT input in its decisions.
- k. The DEPARTMENT shall reimburse the CITY for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.
- l. The CITY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), as outlined in Exhibit "B", 'Financial Summary'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the CITY authorizing the additional funding shall be executed prior to such costs being incurred.
- b. The DEPARTMENT agrees to compensate the CITY for services described in Exhibit "A" – Scope of Services. The Method of Compensation is included as Exhibit B.
- c. The CITY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.

- d. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
- e. The CITY shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number **437192-1-74-01**, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" - Scope of Services. (**Section 287.058(1)(d) and (e), F.S.**)
- f. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A"– Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (**Section 287.058 (1)(a), F.S.**)
- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A"– Scope of Services was met.
- h. There shall be no reimbursement for travel expenses under this Agreement.
- i. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. (*Any deviations should be referenced in the Agreement or an addendum in accordance with Section 2.1.*) The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (**Section 215.422(1), F.S.**)
- j. If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. **(Section 215.422(5) and (7), F.S.)**

- l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. **(Section 287.058(4), F.S.)**

- m. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- n. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. **(Section 216.311, F.S.)**

- o. E-Verify:

The CITY shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. **(Executive Order Number 2011-02)**

The CITY shall insert the above clause into any contract entered into by the CITY with vendors or contractors hired by the CITY for purposes of performing its duties under this Agreement.

4. GOVERNING LAW

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

5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party.

6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

7. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6202B
Miami, Florida 33172-5800
Attn: Pablo Valin, Senior Contract Analyst
Ph: (305) 470-5285; Fax: (305) 470-5309

To CITY: City of Marathon
9805 Overseas Highway

Marathon, Florida 33050
Attn: Mike Puto, City Manager
Ph: (305) 289-4130; Fax: (305) 289-4123

- b. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

8. EXPIRATION OF AGREEMENT

The CITY agrees to complete the PROJECT on or before **June 30, 2016**. If the CITY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the CITY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

9. INVOICING

The CITY will invoice the DEPARTMENT on a monthly basis for completed work. The CITY must submit the final invoice on this PROJECT to the DEPARTMENT within one hundred twenty (120) days after the expiration of this Agreement. Invoices submitted after **October 28, 2016** will not be paid.

10. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The CITY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the CITY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the retained amount during the next billing period. If the VENDOR is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period.

11. AUDITS

State of Florida Single Audit Act requirements as outlined in the attached Exhibit “D”, ‘Audit Reports’, are incorporated herein by reference.

12. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

----- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -----

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

CITY OF MARATHON:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: Michael Hutto
CITY MANAGER

BY: Harold G.P.
DISTRICT SECRETARY

ATTEST: Diane Clavier
(SEAL) CITY CLERK

ATTEST: Margaret Higgins
(SEAL) EXECUTIVE SECRETARY

[Signature]
CITY ATTORNEY

LEGAL REVIEW:

[Signature]
DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

Design, install and maintain proposed landscape in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Design Landscape Plans in accordance with FAC 14-40.003 and all applicable DEPARTMENT manuals, guidelines, handbooks, procedures, and current Design Standards and Standard Specifications. Include and identify the species/type, size, location, spacing, and quality of all plants. Install and maintain all landscape material in accordance with the plans, Standard Index 544 and Standard Specification 580.

Design, install and maintain proposed irrigation, which includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow and control devices. Include a written or graphic guide for care and maintenance of the irrigation system after the warranty period.

The following requirements shall be met:

- 1) **Certifications:** The landscape contractor shall be properly registered with the Florida Department of Agriculture and Consumer Services Division of plant industry and be a certified landscape contractor by the Florida nursery, growers, and landscape association and be a certified arborist by the International Society of Arboriculture. Submit certifications prior to the pre-construction meeting.
- 2) **Itemized costs:** Prior to the pre-construction meeting, submit to the engineer a unit cost breakdown for every item of work included for this project.
- 3) **Plant removal:** All plants to be removed shall be clearly marked and approved by the engineer prior to any removal operations.
- 4) **Plan deviations:** The engineer shall approve any deviations from the plans that may affect the design intent. Install no materials that will block or create conflicts with signs, billboards, lights, overhead and underground utilities, access ways, gates, fire hydrants, FPL right tree/right place setbacks, DEPARTMENT maintenance rating program and ANSI Z-133 utility clearance requirements. Install trees, palms and shrubs a minimum of 7 feet from any fire protection equipment or devices. Immediately notify the engineer when any of these issues are encountered.
- 5) **Weed control:** After the engineer has approved the bed layout, apply both a colored post-emergent herbicide and a granular pre-emergent herbicide to all areas scheduled to receive plants, mulch or sod. Prior to the pre-construction meeting, submit product and application procedures to the engineer for approval.
- 6) **Soil backfill mixture:** Soil backfill for the installation of all plant materials shall be a uniform mixture of 25% decomposed compost and 75% existing site soil, cleaned free of weeds and rocks 1-1/2 inch or greater. Prior to the pre-construction meeting, submit compost manufacturer's certified analysis to the engineer for approval. The contractor shall pay to have compost tested if requested by the engineer.

- 7) Watering: During project installation and the 1 year plant establishment period, keep the soil moisture at all planting areas at field capacity. It is the contractor's responsibility for supplying water and pay for any fees associated with water use. Soil moisture level shall be taken from a 4 inch deep excavation, at which point the soil shall hold together to form a hand clump, to be considered at field capacity.
- 8) Fertilization: For large and small plants, apply an 8-2-12+4mg fertilizer including all micronutrients. 100% of the (N) Nitrogen, (K) Potassium, (MG) Magnesium, and (B) Boron shall be in slow release form. Apply at a rate of 1.5 pounds of actual fertilizer (not n) per 100 square feet, begin fertilization at installation and repeat every 3 months throughout the 1 year plant establishment period. For relocated material, begin fertilization three weeks after relocation. Prior to the pre-construction meeting, submit fertilizer manufacturer's certified analysis to the engineer for approval.
- 9) Pruning: Pruning shall comply with ANSI A300 and these plans. A certified arborist shall oversee all pruning operations. Tree, palm, shrub and root pruning is required during construction and during the 1 year establishment period:
 - i) To remove all crossing, deflecting and circling roots.
 - ii) To maintain the DEPARTMENT's Maintenance Rating Program requirements and mast arm clearance.
 - iii) To maintain Index 546 horizontal and vertical clearances within the limits of clear sight.
 - iv) To maintain visibility of signs,
 - v) Where noted in these plans.
- 10) Tree protection barricades: All trees and palms adjacent to construction activities shall be barricaded, unless designated to be removed.
- 11) Litter removal and mowing: After final acceptance, litter removal and mowing shall be performed throughout the 1 year plant establishment period. This includes sod areas, both new and existing.
- 12) Root grinding and pruning existing trees to remain:
 - i) Submit root pruning procedures before the preconstruction meeting.
 - ii) Notify the district landscape architect before pruning.
 - iii) A certified arborist shall direct root pruning operations.
 - iv) Water the root zones to field capacity for 5 continuous days before root pruning.
 - v) Use tree pruning equipment to sever roots. Ensure roots are not torn or pulled apart.
 - vi) Root grind only to the depth required to install new sidewalk.

PROJECT Limits: SR 5/ Overseas Highway from Seven Mile Bridge (M.M. 46.7) to Grassy Key (M.M. 60.5)

FDOT Financial Project Number: 437192-1-74-01

County: Monroe

FDOT Project Manager: Rudy Garcia, P.E. (305) 470-5351
Kirk Hoosac, RLA (305) 470-5384

CITY Project Manager: Mike Puto, CITY Manager

EXHIBIT "B"
FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement are below-listed, for 437192-1-74-01:

Plant materials, fertilizer, soil amendments	\$100,000.00
Local Funds	\$133,950.00
<u>DEPARTMENT's Responsibility:</u>	<u>\$100,000.00</u>

Approved landscape plans shall be incorporated once approved by the DEPARTMENT, as Exhibit "B1".

EXHIBIT "C"

CITY OF MARATHON RESOLUTION

To be herein incorporated once approved by the CITY Council.

CITY OF MARATHON, FLORIDA RESOLUTION 2014-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), HIGHWAY BEAUTIFICATION COUNCIL IN THE AMOUNT OF UP TO \$200,000 TO PROVIDE FUNDING FOR THE LANDSCAPING OF PRIMARY ENTRANCE "GATEWAYS" INTO MARATHON AND SECONDARY MEDIAN "GATEWAYS" AT INTERSECTIONS APPROACHING COCO PLUM DRIVE AND SOMBRERO BEACH ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS ON BEHALF OF THE CITY; APPROPRIATING FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City is committed to the ongoing image enhancement provided by landscaping the portion of the US1 corridor that transverse its boundaries and desires to highlight through landscaping the Sombrero Lighthouse replicas that are the "gateway" entrance signs to the City; and to further landscape the medians near the US1 intersections with the collector roads Coco Plum Drive and Sombrero Beach Road to reinforce these streets as secondary "gateways" to the City's core and beaches; and to further replace ground cover in medians previously landscaped using City funds; and

WHEREAS, the Florida Department of Transportation, is accepting funding requests from Florida Local Governments for the 2015 Highway Beautification Council Grants Program with a recommended 50% match; if awarded, the City will enter into all necessary agreements required by FDOT; and

WHEREAS, it is anticipated that \$100,000 of the overall \$200,000 beautification project is eligible for reimbursement by FDOT under this program.

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 authorizes the City Manager to submit a Florida Department of Transportation Highway Beautification Council Grant application and administer the grant on behalf of the City of Marathon.

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 23rd day of September, 2014.

THE CITY OF MARATHON, FLORIDA


Dick Ramsay, Mayor

AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Diane Clavier, City Clerk

EXHIBIT “D”

AUDIT REPORTS

The administration of resources awarded by the Department to **CITY** be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: www.fssa.state.fl.us .

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (Local Governmental Entity Audits) or 10.650 (Florida Single Audit Act: Audits Nonprofit and For-profit Organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1 of Exhibit "D" of this Agreement, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

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

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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

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

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

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street

Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT - 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
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Florida Department of Transportation	55.003 – Highway Beautification Grants	\$100,000.00
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Compliance Requirements

1. 55.003 Highway Beautification Grants (See Attached)
2. Agreement Specifications
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.