

CITY OF MARATHON, FLORIDA
RESOLUTION 2013-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING GRANT AGREEMENT NO. CM230 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, COASTAL ZONE MANAGEMENT PROGRAM-NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION COOPERATIVE AWARD IN THE AMOUNT OF \$30,000 FOR THE OCEANFRONT PARK PHASE 2 PROJECT; AUTHORIZING GRANT MATCH FUNDING FOR THE MATCH AMOUNT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") applied for Grant assistance for the Oceanfront Park Phase 2 project from the Florida Department Of Environmental Protection, Coastal Zone Management Program; and

WHEREAS, the Florida Department of Environmental Protection, Coastal Zone Management Program (the "FDEP") has awarded \$30,000 in grant funding to the City for the Oceanfront Park Phase 2 project, subject to a match in funds by the City; and

WHEREAS, the City has determined that it is in the best interest of the City to enter into Grant Agreement No. CM230 with the FDEP setting forth the terms and conditions of the grant funding.

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

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

Section 2. Grant Agreement No. CM230 between the City and the FDEP attached hereto as Exhibit "A" is hereby approved. The Mayor is authorized to execute the Grant Agreement on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 22nd DAY OF JANUARY, 2013.

THE CITY OF MARATHON, FLORIDA


Richard Keating, Vice Mayor

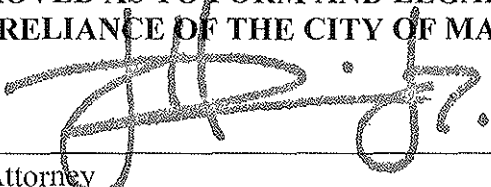
AYES: Bull, Ramsay, Snead, Keating
NOES: None
ABSENT: Cinque
ABSTAIN: None

ATTEST:


Diane Clavier, City Clerk

(City Seal)

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


City Attorney

DEP AGREEMENT NO. CM230

STATE OF FLORIDA
COASTAL ZONE MANAGEMENT PROGRAM GRANT AGREEMENT
PURSUANT TO THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION COOPERATIVE AWARD

THIS COASTAL ZONE MANAGEMENT PROGRAM GRANT AGREEMENT (hereinafter "Agreement") is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter "the Department" or "DEP") and the CITY OF MARATHON, whose address is 9805 Overseas Highway, Marathon, Florida 33050 (hereinafter "the Grantee" or "Recipient"), a local government, to provide federal funding for OCEANFRONT PARK OBSERVATION BOARDWALK.

WHEREAS, the Department is the recipient of federal financial assistance from the National Oceanic and Atmospheric Administration (NOAA), awarded on *July 1, 2011*, pursuant to cooperative annual award #NA11NOS4190073 and, as the result of this Agreement, the Grantee has been determined to be a subrecipient of federal financial assistance from the National Oceanic and Atmospheric Administration; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in the performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT

- A. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named herein, which are attached hereto and made a part hereof. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee" and "Recipient" are used interchangeably.
- B. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- C. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Additionally, the State of Florida's performance and obligation to pay under this Agreement is contingent upon receipt of funding from NOAA. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- D. The Grantee acknowledges that receipt of this grant does not imply that the project qualifies for any applicable state permit or approval.

2. PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and end no later than December 31, 2013, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 26, 2012. No work may commence and no funds may be expended on this Section 306A funded project until the Florida Coastal Management Program (FCMP) and NOAA have approved the Section 306A checklist. Projects funded with Section 306A funds must comply with Section 306A of the Coastal Zone Management Act, available at <http://coastalmanagement.noaa.gov/about/czma.html#section306a>.

3. FUNDING/CONSIDERATION

- A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$30,000 for all eligible project costs, upon the completion, submittal and approval of the deliverables

identified in **Attachment A**, parties hereto understand and agree that this Agreement requires a cost sharing or match on the part of the Grantee in the amount of \$30,000 in cash, in-kind, or third party in-kind, towards the work funded under this Agreement. The final payment will not be processed until the match requirement has been met. All cost sharing/match shall meet the federal requirements established in 48 CFR Part 31, 15 CFR Part 14.23, 15 CFR 24.24 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220).

- B. Prior written approval from the Department's Grant Manager shall be required for changes within approved task budget categories of up to 10% of the total FCMP task budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% of the total FCMP task budget will require a formal change order to the Agreement. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.
- C. The Grantee shall submit a properly completed Attachment C, Payment Request Summary Form, upon the completion, submittal, and acceptance by the Department, of each deliverable identified in Attachment A. In addition to the Payment Request Form, the Grantee must provide a completed **Exhibit I**, Schedule of Expenditures; **Exhibit II**, Schedule of Match; copies of canceled checks; copies of invoices and a completed **Attachment B, Quarterly Progress Report**, for the period up to the completion of the deliverable. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes (hereinafter "F.S."). Failure to provide Attachment B shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. A final payment request must be submitted to the Department no later than **January 10, 2014**, to assure the availability of funds for payment. The final payment will not be processed until the match requirement has been met.) Failure to comply with these reporting requirements will result in non-payment or termination of this Agreement. To be eligible for reimbursement, costs must be in accordance with the requirements of 15 CFR Parts 14 and 24, as applicable.
- D. In addition to the invoicing requirements contained in paragraphs 4.A, and C, the Department will periodically request, as it deems appropriate in its sole discretion, proof of a transaction (invoice, payroll register, or similar item) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- E. Only project deliverable costs incurred during the grant period identified in paragraph 2 of this Agreement, as shown by project invoices, are eligible for reimbursement. In order to be reimbursed, costs under this Agreement must be obligated and all work completed by the Grantee by the end of the grant period identified in paragraph 2. Ten percent (10%) of the funds eligible for reimbursement under this Agreement may be withheld pending receipt and approval of all work products and deliverables as identified in **Attachment A**.

- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

- G. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- H. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. If expressly authorized such Grantee costs incurred during suspension or after termination are only allowable if necessary and not reasonably avoidable, and are allowable only if both of the following apply:
1. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancelable; and

2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

4. REPORTS

The Grantee shall submit a Progress Report Form, attached hereto and incorporated herein as **Attachment B** on a quarterly basis. Quarterly reports shall be submitted to the Department's Grant Manager no later than ten (10) days following the completion of the quarterly reporting period. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. In addition to the final quarterly progress report, the Grantee shall submit a Final Project Report Form, attached hereto and made a part hereof as **Attachment D**. A draft shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program (FCMP), a hard copy and an electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

5. INDEMNIFICATION/LIMITS OF LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S.

6. DEFAULT/TERMINATION

- A. This Agreement shall be executed within ninety (90) days from NOAA approval unless mutually waived by the Department and the Grantee. Failure of timely execution of this Agreement by the Grantee may result in these funds being reallocated to other FCMP needs.
- B. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to inquire with the Department regarding the reason(s) for termination.
- C. The Department may terminate this Agreement if the work described herein has not commenced within sixty (60) calendar days of the date of execution of this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to inquire with the Department regarding the reason(s) for termination.
- D. The Department may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- E. Records made or received in conjunction with this Agreement are public records. Such records may also be subject to the Freedom of Information Act. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Chapter 119, F.S.
- F. The Department will decline reimbursement to the Grantee for services provided under the terms of this Agreement if the Grantee does not submit payment requests and quarterly reports in accordance with the provisions of paragraphs 3 and 4 of this Agreement. Quarterly Progress Reports received by the Department after the 10th calendar day following the completion of any quarterly reporting period will be considered late-filed and render Grantee in default under the terms of this Agreement.
- G. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative (CPI)

program for two (2) consecutive funding cycles. The Department shall notify the Grantee of ineligibility within thirty (30) days of the grant end date.

7. REMEDIES

If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or state statutes, rules or regulations applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Request refund of previously disbursed payments.
- D. Wholly or partly suspend or terminate this Agreement.
- E. Withhold further awards for the project or program.
- F. Take other remedies that may be legally available.
- G. Propose Grantee for Debarment and Suspension in accordance with Executive Orders 12549 and 12689.

8. RECORD KEEPING/AUDIT

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. NOAA, the Department, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
- D. The federal funds awarded under this Agreement must comply with *The Federal Funding Accountability and Transparency Act (FFATA) of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

9. SPECIAL AUDIT REQUIREMENTS

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of

Attachment E. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment that authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (Federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For Federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form #DFS-A2-NS), accessible at: <https://apps.fldfs.com/fsaa/documents/nonstate.doc>. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

10. SUBCONTRACTS

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to comply with the procurement requirements contained in 15 CFR 24.36 and 15 CFR 14.44, as applicable. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department's Grant Manager within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

11. LOBBYING PROHIBITION

- A. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- B. Pursuant to the terms and conditions of the Federal award supporting this Agreement, no funds used for the payment of membership dues to any entity are to be used by that entity to engage in lobbying activities, as provided in OMB Circulars No. A-87 (2 CFR 225), A-21(2 CFR 220), A-122 (2 CFR 230), A-102 and A-110 (2 CFR 215) and other relevant law and regulation.

12. CONTACTS

- A. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
- B. The Department's Grant Manager (who may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Dornecia Allen, Operations & Management Consultant I
Department of Environmental Protection
Florida Coastal Management Program
3900 Commonwealth Boulevard, Mail Station #47
Tallahassee, Florida 32399-3000
Telephone No.: (850)245-2161
Fax No.: (850)245-2189
E-mail Address: Dornecia.Allen@dep.state.fl.us

- C. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager or Point of Contact) for this Agreement is identified below.

Debra London
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone No.: (305) 289-4103
Fax No.: (305) 289-4123
E-mail Address: londond@ci.marathon.fl.us

- D. The Grantee's Fiscal Agent for this Agreement is identified below.

Peter Rosasco
City of Marathon
Finance Department
9805 Overseas Highway
Marathon, Florida 33050
Telephone No.: (305) 743-6586
Fax No.: (305) 743-0726
E-mail Address: peter@keyscpa.com

13. INSURANCE

- A. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of the Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of the Grantee's employees not otherwise protected.
- B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

14. CONFLICT OF INTEREST
The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
15. EQUIPMENT
The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
16. CHANGE ORDERS
The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
17. QUALITY ASSURANCE
If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, **Attachment I, Quality Assurance Requirements**, attached hereto and made a part hereof.
18. DISCRIMINATION
A. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
B. The Grantee agrees to comply with the provisions of 15 CFR Part 8 "Nondiscrimination in Federally Assisted Programs." No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
19. DEBARMENT/SUSPENSION
In accordance with Executive Order 12549, Debarment and Suspension (**2 CFR 1326**), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by NOAA to the Department.
20. COPYRIGHT, PATENT AND TRADEMARK
The U.S. Department of Commerce, NOAA and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
A. The copyright in any work developed under a grant or contract under a grant.
B. Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

- C. All patent rights, copyrights and data rights must be in accordance with 15 CFR 14.36 and 15 CFR 24.34, as applicable.

21. GEOSPATIAL DATA

- A. If funds are provided under this Agreement for the collection or production of geospatial data (e.g., GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), the Grantee shall provide relevant information (e.g. expected dates of data collection, type of collection, flight lines, etc.) to the FCMP as early as practicable before data collection commences.
- B. This information will be shared with the NOAA office(s) having an interest in these types of data and the appropriate NOAA staff will work with the Grantee to ensure the data and the planned acquisition activities are registered in Geospatial One-Stop (geodata.gov) and comply with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: http://www.whitehouse.gov/omb/circulars/a016/a016_rev.html .
- C. The Grantee shall document all new geospatial data it collects or produces using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and make that standardized documentation electronically accessible to NOAA, if requested. These standards can be found at <http://www.fgdc.gov/metadata/csdgm/> .

22. PUBLICATIONS, PHOTOGRAPHS, AUDIOVISUALS & SIGNS

Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department's Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 4 of this Agreement.

- A. Publications, printed reports (other than the scientific, technical, or professional publications as identified in paragraph 22.B. below), videos, websites or other materials must include the NOAA logo (logos can be found at the FCMP web site at <http://www.dep.state.fl.us/cmp/grants/logos/index.htm> or contact the Department's Grant Manager to get a copy) and the following statement on the cover of first page:

"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. # NA11NOS4190073. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies."

The next printed line shall identify the month and year of the publication.

- B. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 22.A. above.
- C. Grantees must complete a signed Photographer Release Form and/or Model Release Form (**Attachment J**) to be submitted with project photos sent to the Department.
- D. Audiovisuals: Grantees must acknowledge NOAA support on any audiovisual (e.g., website, video, slides, etc.) which is produced with this Agreement. Unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments

or for documenting experimentation or findings and which are not intended for presentation to the general public. The acknowledgment must not represent or suggest in any way that the views expressed are those of NOAA and must include the statement shown in paragraph 22. A. above.

The Grantee must receive approval in writing from the Department's Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) calendar days in advance. The Grantee must also provide the Department's Grant Manager with shooting scripts and provide two (2) copies of the audiovisual (e.g., video, slides, etc.) upon completion.

- E. **Sign Requirements for Construction Projects:** The Grantee shall erect a sign at the site of any construction project, maintain it during construction and the sign must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in paragraph 2. The sign must be at least 2' x 3' in size and include the language shown below, and the NOAA, DEP and FCMP logos, which may be found at <http://www.dep.state.fl.us/cmp/grants/logos/index.htm>. Sign colors should complement the surrounding area. The following language is recommended:

"The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Resource Management awarded under the Coastal Zone Management Act."

The next printed line shall identify the completion month and year of the project.

- F. **Acknowledgement Requirement for Interpretive Signs & Banners:** Interpretive signs and banners may include only the NOAA and FCMP logos.

23. CONTRACT PROVISIONS

The Grantee agrees to comply with, and include in subcontracts and subgrants, the provisions contained in **Attachment K, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment L, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

24. LAND ACQUISITION

Land acquisition is not authorized under the terms of this Agreement.

25. SEVERABILITY CLAUSE

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

26. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF MARATHON

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Michael Cinque, Mayor

By: [Signature]
Sally B. Mann, Director
Intergovernmental Programs

Date: 1-23-13

Date: 1/25/13

[Signature]
Dornecia Allen
DEP Grant Manager

Approved as to form and legality:
[Signature]
GRANTEE Attorney

Approved as to form and legality:
[Signature]
DEP Coastal Management Program Attorney

FEID No.: 65-0984873

DUNS No.: 148386910

CFDA No.: 11.419

CFDA Title: Coastal Zone Administration Awards

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (7Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Form (10 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Final Project Report Form (4 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Certification of Applicability to Single Audit Act Reporting (3 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Disclosure of Lobbying Activities (2 Pages) Not applicable</u>
<u>Attachment</u>	<u>H</u>	<u>Property Reporting Form (1 Page) Not applicable</u>
<u>Attachment</u>	<u>I</u>	<u>Quality Assurance Requirements (16 Pages) Not applicable</u>
<u>Attachment</u>	<u>J</u>	<u>Photographer Release Form & Model Release Form (2 Pages)</u>
<u>Attachment</u>	<u>K</u>	<u>Contract Provisions (4 Pages)</u>
<u>Attachment</u>	<u>L</u>	<u>Regulations (1 Page)</u>

ATTACHMENT A
PROJECT WORK PLAN

DEP Agreement # CM230

Project Title: Oceanfront Park Observation Boardwalk

Grantee

Organization Name: City of Marathon
Chief Elected Official or Agency Head: Michael Cinque
Title: Mayor
Address: 9805 Overseas Highway
City: Marathon
Zip Code: 33050
Area Code and Telephone Number: (305) 743-0033
Area Code and Facsimile Machine Telephone Number: (305) 743-3667
E-Mail Address: Cinquem@ci.marathon.fl.us

Project Manager

Organization Name: City of Marathon
Name: Debra London
Address: 9805 Overseas Highway
City: Marathon
Zip Code: 33050
Area Code and Telephone Number: (305) 289-4103
Area Code and Facsimile Machine Telephone Number: (305) 289-4123
E-Mail Address: londond@ci.marathon.fl.us

Fiscal Agent

Organization Name: City of Marathon
Name: Peter Rosasco
Address: 9805 Overseas Hwy
City: Marathon
Zip Code: 33050
Area Code and Telephone Number: (305) 743-6586
Area Code and Facsimile Machine Telephone Number: (305) 743-0726
E-Mail Address: peter@keys CPA.com

Mailing Address for Warrant (if other than the Grantee address):

FEID No.: 65-0984873

DUNS No. 148386910

Project Location: Identify the location of the project and include the county/counties involved in the project area. If this project affects water, include the watershed and hydrologic unit code.

This project is located in the City of Marathon.

This project is adjacent to water but does not affect the water. It is a boardwalk running parallel with a canal and open water.

County in which project is located: Monroe

Scope of Work: Provide a summary of the project and the justification supporting the need for the Florida Department of Environmental Protection to fund the project. Provide a detailed description of the work to be performed for the project. Project descriptions should include specific tasks and deliverables.

The City of Marathon's Oceanfront Park is a 7.94-acre passive park open to the public at no charge. The park provides an outdoor recreation area for tourists and residents and includes a picnic pavilion, tables and benches. The City is enhancing coastal access to the park, a goal of the Oceanfront Park Management Plan. Since 2004, the City completed invasive exotic removal, drainage, irrigation for berms, landscaping, fencing, and constructed a boardwalk linking two observation decks/Tiki Huts.

To further enhance public access, the City requests FCMP funds to construct a second ADA-compliant, 5'-wide, 156' boardwalk with up to four observation decks/Tiki Huts – the shaded observation decks will be designed to be used as outdoor classrooms to conduct the park's ongoing educational and environmental classes. The boardwalk will also accommodate disabled persons around the natural mangrove buffer that extends along the Atlantic, protect the mangrove wetlands from foot traffic, and include up to four ocean-viewing observation decks. Landscaping will also be planted.

Outcome Tasks

- 1) Prepare/advertise RFP package, select contractor and complete contract with vendor.
- 2) Obtain permits prior to construction activities.
- 3) Install funding acknowledgement signage and construct ADA-compliant, 5'-wide, 156' boardwalk.
- 4) Construct observation decks/covered huts.
- 5) Install landscaping.

Deliverables

1. Copies of environmental permits.
2. List of native plants purchased for landscaping.
3. Photos of ongoing/completed construction activities and landscaped area.

Project Related Tasks and Deliverables: Provide detailed tasks for the completion of the project, deliverables specific to the tasks (required reports such as progress reports and final reports are not deliverables as they are required by all agreements and are not project specific), timeline for the completion of the tasks and submittal of the deliverables, the criteria that will be used to evaluate the successful completion of the task and deliverable budget information for each deliverable.

PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES: Deliverables must be submitted and approved prior to payment. Deliverables must be quantifiable, measurable and verifiable. Each deliverable must be directly related to a task specified in the scope of work and must identify the minimum level of service to be performed.

Task 1 (\$400): Prepare bid documents, advertise and award bid, and prepare contract.

Deliverable 1.1 (\$400): Copies of bid documents and final contract.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: December 31, 2012 (deliverables are due no later than 10 days after the completion date)

Budget Information: \$400-Match

Other Expenses: \$400 Advertising.

Task 2 (\$1,800): Obtain permits: approval, waivers, or permits with ACOE, FDEP and the City of Marathon must be obtained before construction can begin.

Deliverable 2.1 (\$1,800): Copies of permits or waiver.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: July 31, 2013 (deliverables are due no later than 10 days after the completion date)

Budget Information: \$1,800-Match

Other Expenses: \$1,800 Permitting fees. The City will obtain approval, waivers or permits, as applicable, from FDEP, ACOE and the City Planning Department prior to beginning construction.

Task 3 (\$300): Placement of sign at project location indicating NOAA/FCMP grant funding.

Deliverable 3.1 (\$300): Photo of installed funding acknowledgement sign that meets the requirements of the grant agreement.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: September 30, 2013 (deliverables are due no later than 10 days after the completion date)

Budget Information: \$300-Match

Other Expenses: \$300 for 24"x 24" sign. The City will order and install a 24"x 24" sign to acknowledge NOAA/FCMP grant funding.

Task 4 (\$33,660): Construction of Boardwalk: This task will encompass all of the work necessary to initiate and complete the construction of the ADA compliant, 5' wide boardwalk, which will connect to the observation decks.

Deliverable 4.1 (\$33,660): Construction photos of the boardwalk.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: December 31, 2013 (deliverables are due no later than 10 days after the completion date)

Budget Information: \$16,940-FCMP & \$16,720-Match

Contractual Services: \$16,940-FCMP & \$16,720-Match. The contractor hired by the City will construct an ADA-compliant 5' boardwalk of approximately 156' to connect the observation decks.

Task 5 (\$23,840): Construction of Observation Decks: This task will encompass all of the work necessary to initiate and complete the construction of the observation decks including landscaping.

Deliverable 5.1 (\$23,840): Construction photos of the observation decks.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Financial Consequences: No payment for unsatisfactory or incomplete work. In addition, agreement can be terminated for failure to perform.

Completion Date: December 31, 2013(deliverables are due no later than 10 days after the completion date)

Budget Information: \$13,060-FCMP & \$10,780-Match

Contractual Services: \$13,060-FCMP & \$10,780-Match. City-hired contractor will construct 3 10x10 observation decks and 1 20x20 observation deck (funds permitting). The contractor will also landscape the area

Total Project Budget Schedule: Please type the total dollar amounts in all applicable categories and leave other categories blank. If your grant Agreement requires match, it must equal the FCMP funds requested, or one hundred percent (100%).

<u>Budget Category</u>	<u>FCMP Funds</u>	<u>MATCH Funds</u>
1. Salaries	_____	_____
2. Fringe Benefits	_____	_____
3. Travel	_____	_____
4. Equipment Purchases	_____	_____
5. Supplies	_____	_____
6. Contractual Services	<u>30,000</u>	<u>27,500</u>
7. Other Expenses	_____	<u>2,500</u>
8. Indirect Charges	_____	_____
FCMP Total	<u>\$30,000</u>	
Match Total		<u>\$30,000</u>
NOAA Project Total	<u>\$60,000</u>	
Total Project Cost:	<u>\$75,000</u>	

(The total cost of the project includes all costs for the project provided by all funding sources).

Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

FCMP Funds:

Contractual Services \$30,000: \$16,940-Boardwalk construction 5' wide, 76 linear feet. \$10,000-Construction of two observation decks/tiki huts (10 X 10). \$3,060-Landscaping services.

Match Funds:

Contractual Services \$30,000: \$16,720-Boardwalk construction 5' wide, 76 linear feet. \$5,000-Construction of one observation deck/tiki hut (10 X 10). \$5,780-Partial construction of one observation deck/tiki hut (20 X 20).

Other Expenses \$2,500: \$400-advertising, \$1,800- permitting fees and \$300 for a 24"x 24" grant funding acknowledgement sign.

ATTACHMENT B

PROGRESS REPORT FORM

DEP Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Grant Manager's Email Address:			
Reporting Period:			
Project Title:			
Provide a summary of project accomplishments for this reporting period by task. If tasks were not addressed during the reporting period, provide an explanation.			
Provide the status of each deliverable. (e.g., Deliverable 1.1: 75% complete, Deliverable 1.2: 25% complete, Deliverable 2.1, work scheduled to begin after the completion of Deliverable 1.1, Deliverable 2.2, etc.)			
Identify below, and attach copies of deliverables being submitted for this reporting period (e.g., Deliverable 1.1: copies of permits, Deliverable 1.2: before photographs, etc.)			
Provide an explanation for any anticipated delays or any problems encountered.			

**INSTRUCTIONS FOR COMPLETING
ATTACHMENT B
PROGRESS REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM__ __

GRANTEE NAME: Enter the name of the grantee's agency.

GRANTEE ADDRESS: Enter the address that is on the first page of the grant agreement.

GRANTEE'S GRANT MANAGER: Enter the person identified as grant manager in the grant agreement.

TELEPHONE NO.: Enter the telephone number where the grant manager can be contacted.

GRANT MANAGER'S EMAIL ADDRESS: Enter the grant manager's email address.

REPORTING PERIOD: This is the beginning and ending date of the reporting period; it can cover more than one quarter.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

Provide a summary of project accomplishments this reporting period by task. If tasks were not addressed during the reporting period, provide an explanation(s). This section should show the progress for each task that was scheduled to begin or be completed in the current reporting period. If there was no progress for a task that was to start or be completed, please explain the reason.

Provide the status of each deliverable. (e.g., Deliverable 1.1: 75% complete, Deliverable 1.2: 25% complete, Deliverable 2.1, work scheduled to begin after the completion of Deliverable 1.1, Deliverable 2.2, etc.). This section should show the status for each deliverable that was scheduled to begin or be completed in the current reporting period. The status should be reported by the percentage completed. If there was no progress for a deliverable, briefly state the reason.

Identify below, and attach copies of deliverables being submitted for this reporting period (e.g., Deliverable 1.1: copies of permits, Deliverable 1.2: before photographs, etc.). Ensure that any deliverables listed in the grant agreement, as well as those not listed are included. For instance, you may send copies of agendas or minutes of meetings, photos of displays, or other supporting documentation to show the completion or progress towards a task. Label the deliverables by task and deliverable number(s) that they are associated with (for example: Deliverable 1.1 for task 1, deliverable 1).

Provide an explanation for any anticipated delays or any problems encountered. Provide a brief summary of any anticipated or encountered problems or delays.

Questions regarding completion of Progress Reports should be directed to Dornecia Allen at (850) 245-2161 or Dornecia.Allen@dep.state.fl.us.

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**ATTACHMENT C
PAYMENT REQUEST FORM**

Grantee: _____

Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No.: _____

DEP Agreement No.: _____

Performance
Period: _____

Date Of Request: _____

Total Amount
Requested: \$ _____

Deliverable
No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS CLAIM	TOTAL CUMULATIVE FCMP CLAIMS	MATCHING FUNDS CLAIMED	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Indirect	\$	\$		
TOTAL AMOUNT	\$	\$	\$	\$
GRANT BUDGET AMOUNT	\$		\$	
<i>Less Total Cumulative Payments of:</i>	\$		\$	
REMAINING BUDGET IN GRANT	\$		\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

****PLEASE DO NOT ALTER THIS FORM****

DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING
ATTACHMENT C
PAYMENT REQUEST FORM

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM __.

DATE OF REQUEST: This is the date you are submitting the report.

TOTAL AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period.

DELIVERABLE NO.: Enter the number of the DELIVERABLE(S) that you are requesting payment for.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed deliverables during the invoice period for which you are requesting reimbursement. This must be by budget category as in the currently approved budget in Attachment A, Project Work Plan, or amendment of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of Attachment A. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the column total on the "TOTAL AMOUNT" line. Enter the FCMP budget amount on the "GRANT BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN: Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc. Enter the column total on the "TOTAL AMOUNT" line. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

"MATCHING FUNDS CLAIMED" COLUMN: Enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment A, Project Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "GRANT BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL AMOUNT." The final report should show the total of all claims, first claim through the final claim, etc. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

REQUIRED BACK-UP DOCUMENTATION:

Exhibit I - Schedule of Invoices for Reimbursement for each deliverable.

Exhibit II - Schedule of Match for each deliverable.

Copies of Invoices *(Not applicable to state agencies)*

Copies of canceled checks *(Not applicable to state agencies)*

Copies of Travel Reimbursements *if applicable*

FLAIR Report *(State agencies only)*

Copies of Volunteer Logs *(if applicable)*

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Florida Coastal Management Program or use your affiliation's reimbursement form, provided it has been approved by the Florida Department of Financial Services).

**** PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment **

If you have any questions please do not hesitate to contact Dornecia Allen at (850) 245-2180.

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EXHIBIT - I

SCHEDULE OF INVOICES FOR REIMBURSEMENT

DEP AGREEMENT NO.: CM000

PROJECT TITLE: _____

PERFORMANCE PERIOD: _____ THROUGH _____

DELIVERABLE NO.: _____

DELIVERABLE AMOUNT REQUESTED: _____

INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/ VOUCHER NUMBER	CHECK AMOUNT/ TRANSACTION AMOUNT	AMOUNT CLAIMED
Salaries								
							Total Salaries	\$
Fringe Benefits								
							Total Fringe Benefits	\$
Travel								
							Total Travel	\$
Equipment								
							Total Equipment	\$
Supplies								

								Total Supplies	\$
Contractual Services									
								Total Contractual Services	\$
Other Expenses									
								Total Other Expenses	\$
Indirect Charges									
								Total Indirect Charges	\$

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING
EXHIBIT - I
SCHEDULE OF INVOICES FOR REIMBURSEMENT**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM ___.
PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.
PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period.
DELIVERABLE NO.: Enter the number of the deliverable that you are requesting payment for.
DELIVERABLE AMOUNT REQUESTED: This is the total amount of expenses from all approved budget categories for the deliverable.

Salaries: Provide an itemized listing of expenditures for Salaries if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Fringe Benefits: Provide an itemized listing of expenditures for Fringe Benefits if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Travel: Provide an itemized listing of expenditures for Travel if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Equipment: Provide an itemized listing of expenditures for Equipment if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Supplies: Provide an itemized listing of expenditures for Supplies if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Contractual Services: Provide an itemized listing of expenditures for Contractual Services if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Other Expenses: Provide an itemized listing of expenditures for Other Expenses if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Indirect Charges: Provide the amount of the indirect to be charged to this Deliverable. Provide percentage or rate used for calculation.

A SCHEDULE OF INVOICES FORM IS REQUIRED FOR EACH DELIVERABLE.

**** PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment **

EXHIBIT - II

SCHEDULE OF MATCH

DEP AGREEMENT NO.: CM000

PROJECT TITLE: _____

PERFORMANCE PERIOD: _____ THROUGH _____

DELIVERABLE NO.: _____

DELIVERABLE MATCH AMOUNT CLAIMED: _____

INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/ VOUCHER NUMBER	CHECK AMOUNT/ TRANSACTION AMOUNT	AMOUNT CLAIMED
Salaries								
							Total Salaries	\$
Fringe Benefits								
							Total Fringe Benefits	\$
Travel								
							Total Travel	\$
Equipment								

							Total Equipment	\$
Supplies								
							Total Supplies	\$
Contractual Services								
							Total Contractual Services	\$
Other Expenses								
							Total Other Expenses	\$

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING
EXHIBIT - II
SCHEDULE OF MATCH**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM ____.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period.

DELIVERABLE NO.: Enter the number of the deliverable that you are requesting payment for.

DELIVERABLE MATCH AMOUNT CLAIMED: This is the total amount of match expenses from all approved budget categories for the deliverable.

Salaries: Provide an itemized listing of match for Salaries if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Fringe Benefits: Provide an itemized listing of match for Fringe Benefits if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Travel: Provide an itemized listing of match for Travel if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Equipment: Provide an itemized listing of match for Equipment if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Supplies: Provide an itemized listing of match for Supplies if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Contractual Services: Provide an itemized listing of match for Contractual Services if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

Other Expenses: Provide an itemized listing of match for Other Expenses if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

A SCHEDULE OF MATCH FORM IS REQUIRED FOR EACH DELIVERABLE.

**** PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment **

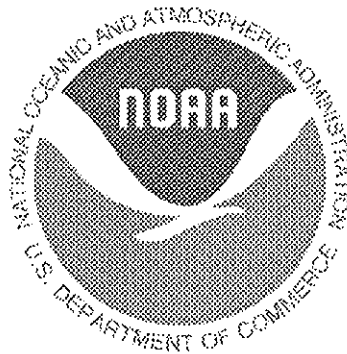
ATTACHMENT D

DEP AGREEMENT NO. CM _____

Project Title

Grantee Name

Final Project Report



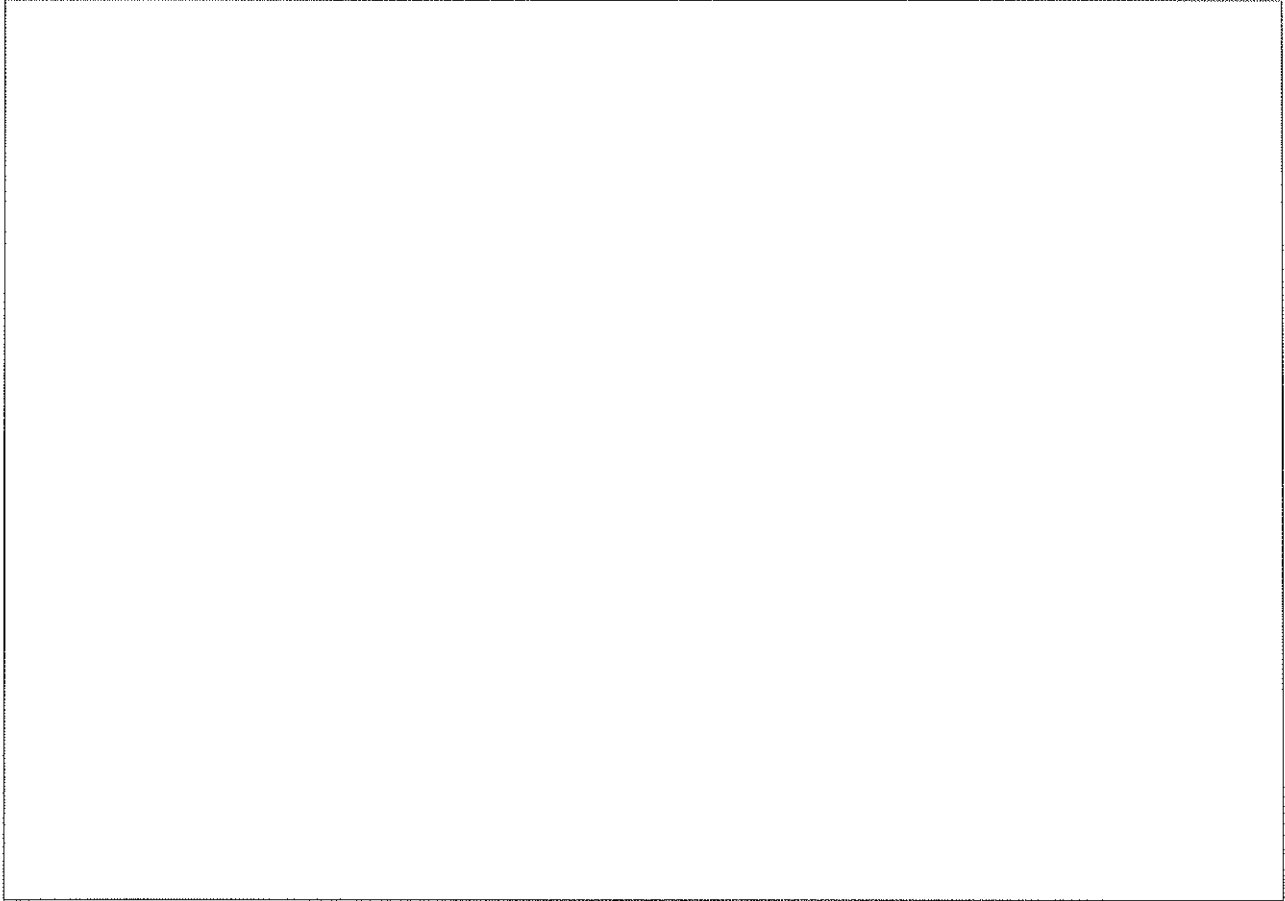
This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. _____ . The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.

Month & year

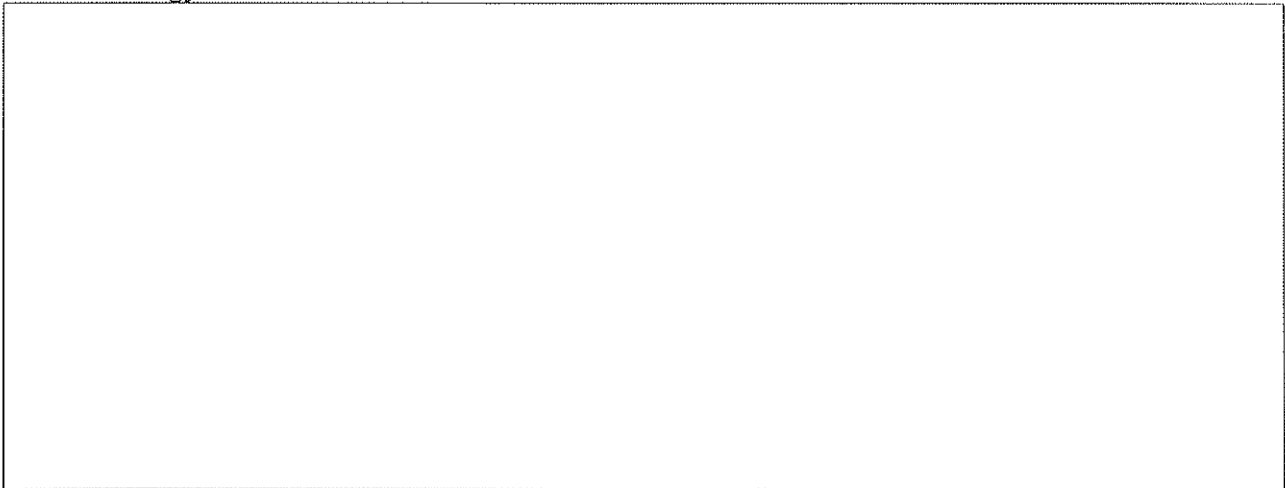
Final Project Report for CM ____

Project Title

Executive Summary



Methodology



Outcome

[Empty box for Outcome]

Further Recommendations

[Empty box for Further Recommendations]

**INSTRUCTIONS FOR COMPLETING
ATTACHMENT D
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM_ _ _

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

NOAA AWARD NUMBER: Enter the NOAA award number as shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. A draft should be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program, one hard copy and an electronic copy shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to Dornecia Allen at (850) 245-2161 or Dornecia.Allen@dep.state.fl.us.

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

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 with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

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 I to this Agreement indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 of 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. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and 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. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

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 of such recipient, 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection 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 of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; 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), 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. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and 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. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

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 Attachment 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 of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- 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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. 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 of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or 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 of Environmental Protection 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

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Commerce	11.419	Coastal Zone Administration Awards	\$30,000	140061

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award				\$30,000	
--------------------	--	--	--	-----------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

CERTIFICATION STATEMENT:

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct.

Signature

Date

Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

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**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING
FREQUENTLY ASKED QUESTIONS**

1. Question: Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

2. Question: How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

3. Question: Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

4. Question: Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

5. Question: Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

6. Question: Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

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Attachment J

Photographer Release Form
Florida Department of Environmental Protection

Photographer: _____
(Please Print Name)

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (_____) _____
(area code + number)

Email: _____

License and Indemnification I certify that I am the photographer and owner of the photograph(s) being submitted and am 18 years of age or older.

I hereby grant the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to promotion of the Florida Department of Environmental Protection, its publications, employees, volunteers, and properties in any way, including on the Internet, in print publications, as distributed to the media, and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Photographer Signature: _____ Date: _____

Photo Filename(s): _____

Location of photo shoot: _____

Name of Person Accepting Photographs: _____

Model Release Form: Photo/Video/Audio

This photo release form will be used for all State of Florida--Department of Environmental Protection brochures, websites, displays, articles, magazines, programs, advertisements or events.

Photo Release for Adults

I, being 18 years or older, hereby consent that the videotapes, photographs and/or motion picture film in which I appear, and/or audio recordings made of my voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television without compensation. Furthermore, I hereby consent that such photographs, films, negatives and recordings, and the plates and/or tapes from which they are made shall be their property, and they shall have the right to sell, duplicate, reproduce, and make other lawful uses of such photographs, films, recordings, plates and tapes as they may desire, free and clear of any claim whatever on my part in perpetuity.

IN WITNESS WHEREOF I have hereunto set my hand, in the State of Florida,
this _____ day of _____, 2_____

Location: _____

Signature _____

Name (Print) _____

Address _____

City _____ State _____ Zip _____

Photo Release for Minors

I being Parent/Guardian of _____, hereby consent that the videotapes, photographs and/or motion picture film for which he/she posed, and/or audio recordings made of his/her voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television without compensation. Furthermore, I hereby consent that such photographs, films, negatives, and recordings and the plates and/or tapes or other medium from which they are made shall be their property, and they shall have the right to sell, duplicate, reproduce and make other uses of such photographs, films, recordings, plates, and tapes as they may desire free and clear of any claim whatsoever on my part or my child's part, or by anyone who may claim by or through my child in perpetuity.

IN WITNESS WHEREOF I have hereunto set my hand, in the State of Florida,
this _____ day of _____, 2_____

Signature of parent or guardian _____

Name of child (print) _____

Name of parent or guardian (print) _____

Address _____

City _____ State _____ Zip _____

ATTACHMENT K

Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.
8. **Governmentwide Debarment and Suspension (NonProcurement)** – Recipients shall comply with the provisions of Subpart C of 2 CFR Part 1326, “Governmentwide Debarment and Suspension (Nonprocurement),” published in the Federal Register on December 21, 2006, 71 FR 76573, which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.) prohibiting discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) EO 13166 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons, (j) Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made; (k) Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities; (l) compliance with Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR 60-1.4(b), 1991), and the requirements of any other nondiscrimination statute(s) that may apply.
11. **Drug Free Workplace** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 15 CFR Part 29, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)” published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
12. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

13. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. **Floodplain Management, EO 11988 and, Protection of Wetlands, EO 11990, May 24, 1977** Recipients must identify proposed actions in Federally defined floodplains and wetlands to enable the agency to make a determination whether there is an alternative to minimize any potential harm.
15. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
16. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), (i) restrictions for actions within a Coastal Barrier Island under the Coastal Barrier Island Resources Act (16 U.S.C. 3501 et seq.), (j) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901 et seq.) which regulates the generation, transportation, treatment and disposal of hazardous wastes, (k) The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the Superfund Amendments and Reauthorization Act of 1986, and the Community Environmental Response Facilitation Act of 1992, as amended, (42 U.S.C. 9601 et seq.), and (l) The Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994, which identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations.
17. **Clean Air Act, Clean Water Act, and EO 11738** Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§7401 et seq.), Clean Water Act (33 U.S.C. §§1251 et seq.), and EO 11738, and shall not use a facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR §15.5, and shall notify the Program Officer in writing if it intends to use a facility that is on the EPA List of Violating Facilities or knows that the facility has been recommended to be placed on the list.
18. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
19. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
20. **Compliance with 15 CFR Part 27** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
21. **Care and Use of Live Vertebrate Animals.** Recipients must comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the acquisition, care, handling, and use in projects, and implementing regulations, 9 CFR Parts 1, 2 and 3; the Endangered Species Act (16 U.S.C. 1531 et seq); Marine Mammal Protection Act (16 U.S.C. 1361 et seq.) taking possession, transport, purchase, sale, export or import of wildlife and plants, The Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701 et seq.) ensure preventive measures are taken or that probable harm of using species in minimal if there is an escape or release, and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any U.S. Department of Commerce financial assistance award unless authorized by the Grants Officer.
22. **Criminal and Prohibited Activities** – Recipients must comply with the Program Fraud Civil Remedies Act (31 U.S.C., §§ 3801-3812), which provides for the imposition of civil penalties against persons who make

- false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants, loans or other benefits).
23. **Foreign Travel** – Recipients shall comply with the provisions of the Fly America Act (49 USC, § 40118). The implementing regulations of the Fly America Act are found at 41 CFR §§301-10.131 through 301-10.143.
 24. **American Made Equipment and Products** – Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Agreement.
 25. **Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects** – Recipients must comply with EO 13202, unless project is exempted under section 5© of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded under this Agreement.
 26. **Minority Serving Institutions (MSIs) Initiative** – Pursuant to Eos 13256, 13230 and 13270, the Recipient is strongly encouraged to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.
 27. **Research Misconduct** – Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in disallowance of costs for which the institution may be liable for repayment to the awarding agency.
 28. **Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations** – The Recipient shall comply with the Export Administration Regulations (EAR) (15 CFR 730-774) and the International Traffic In Arms Regulations (ITAR) (22 CFR 120-130) implemented by the Department of State, respectively. This includes, but is not limited to, dual-use items, defense articles and any related assistance, services, software or technical data as defined in the EAR and ITAR. The Recipient shall include this clause in all lower tier transactions under this Agreement that may involve access to export-controlled information technology.
 29. **Trafficking Victim Protection Act of 2000**, the following Prohibition Statement must be included in any award of these funds to a private entity. “You as the recipient, your employees, subrecipients under this Agreement, and subrecipient’s employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subawards under this Agreement.
 30. **Self-Contained Underwater Breathing Apparatus (SCUBA)** – For any funds used for SCUBA diving, it is the responsibility of the Grantee to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Grantee to ensure that any SCUBA diving activities using the funds under this Agreement meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

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**ATTACHMENT L
REGULATIONS**

Formal regulations concerning administrative procedures for U.S. Department of Commerce (DOC) grants appear in Title 15 of the Code of Federal Regulations. Other DOC regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.

Subchapter A – General	
15 CFR 8	Nondiscrimination in federally assisted programs of the DOC
15 CFR 11	Uniform relocation assistance and real property acquisition for Federal and federally assisted programs
15 CFR 13	Intergovernmental review of DOC programs and activities
Subchapter B - Grants and Other Federal Assistance	
15 CFR 14	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
15 CFR 24	Uniform administrative requirements for grants and agreements to state and local governments.
15 CFR 28	New restrictions on lobbying
15 CFR 29	Drug-Free Workplace Act
<i>Other Federal Regulations</i>	
2 CFR 1326	Nonprocurement Suspension and Debarment
48 CFR. 31	Contract Cost Principles and Procedures
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit of States, Local Governments and Non-Profit Organizations

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