RESOLUTION 13-016

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2013-018 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised Transportation Capital Project Fund for fiscal year 2012-2013, Budget Amendment/Transfer BA 2013-018 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 5th day of March 2013.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM: Kenneth B. Cuyler, City Attorney 2/27/13 Date

Vote of Councilmembers:

Ruane	yea
Denham	yea
Congress	yea
Harrity	yea
Jennings	yea

Date filed with City Clerk: March 5, 2013

DOCUMENT NUMBER **BA 2013** - **018**

CITY OF SANIBEL
BUDGET AMENDMENT/TRANSFER

FUND: TRANSPORTATION CAPITAL PROJECT FUND
DEPT: Public Works

FUND	ORG	OBJECT	DESCRIPTION	Project Number	Amount Prior To Change	Incr/(Decr) REVENUE	Incr/(Decr) EXPENSE	Amount After Change
			TRANSPORTATION CAPITAL PROJECT FUND					-
301	301	334700	Florida Dept. of Environmental Protection		-	74,000		74,000
301	3014100	663000	Improvements other than buildings		-		74,000	74,000
					TOTAL:	74,000	74,000	

PURPOSE: To budget and appropriate $74,000 from the State of Florida Department of Environmental Protection for a recreational trails program at Pond Apple-Shipley Park. See attached agreement # T12009. This budget amendment increases the FY13 budget by $74,000.

Prepared by:	Date	Approved by:	Date	Input by:	GROUP #	Date
F. Slane	3/5/2013					

(12/13-037)

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Mimi A. Drew
Secretary

January 30, 2013

Mr. James Evans
Director of Natural Resources
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Re: Pond Apple Trail
Recreational Trails Program Project No. T12009

Dear Mr. Evans:

Enclosed is a copy of the fully executed state/local agreement. Please review the implementation packet previously provided to you. All commencement and environmental documentation must be received prior to beginning the project. Once the documentation has been reviewed and approved we will send written authorization to commence.

If you have any questions or need assistance, please contact our office at (850) 245-2065. We look forward to working with you on this valuable recreational trail project.

Sincerely,

Alexandra H. Weiss, CPM
Recreational Trails Program Administrator
Office of Greenways & Trails

12/13-027

T12009
(RTP Project Number)

T1209
(DEP Project Agreement #)
CFDA # 20.219

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM
FISCAL YEAR 2012 - 2013
PROJECT AGREEMENT

This project agreement ("Project Agreement") is entered into between the State of Florida Department of Environmental Protection, whose address is 3900 Commonwealth Boulevard, Mail Station 595, Tallahassee, Florida, 32399 (hereinafter referred to as the "Department"), and the City of Sanibel, Florida, whose address is 800 Dunlop Road, Sanibel, Florida 33957 (hereinafter referred to as the "Grantee" or "Recipient"), in furtherance of a recreational trail project, Pond Apple / Shipley Park, to be described herein. The execution date of this Project Agreement is January 23, 2013.

WHEREAS, the Department receives funds for the purpose of passing through the agency as grants to other entities in accordance with Chapter 260.016(1)(g), Florida Statutes; and,

WHEREAS, the Department receives funds for such grants from the Federal Highway Administration; and,

WHEREAS, the Grantee has proposed and the Department has approved a recreational trail project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee hereby agree as follows:

1. This Project Agreement shall be effective upon execution of this Project Agreement and end on January 23, 2015, which shall be no later than two (2) years from the effective date of this Agreement, inclusive. The Project Agreement shall be performed pursuant to Chapter 62S-2, F.A.C.; the National Recreational Trails Fund Act of 1991, 23 U.S.C. 206, as amended (hereinafter referred to as "Program"); and in accordance with general provisions for such agreements prescribed by the United States Department of Transportation, Federal Highway Administration (hereinafter referred to as "FHWA") in the FHWA Interim Guidance (hereinafter referred to as "Guidance") and the State of Florida Department of Transportation's Project Development & Environment Manual, (hereinafter referred to as the "FDOT PD&E Manual"). The Grantee shall comply with all applicable state and federal laws and regulations, including the National Environmental Policy Act, the implementing regulations contained in the Code of Federal Regulations, specifically 23 CFR Part 771, and the Federal-Aid Policy Guide referred to in the Guidance. The Grantee agrees to become familiar with and comply with all

provisions of Chapter 62S-2, F.A.C. and the Guidance which are utilized to comply with many of the aforementioned rules and regulations. Chapter 62S-2, F.A.C. and the Guidance are incorporated into this Project Agreement by reference as if fully set forth herein. In the event a dispute arises between the parties concerning the intent of any language contained in this Project Agreement, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the above referenced Acts of Congress and the general provisions governing this Project Agreement. No construction performed under this Project Agreement shall be contrary to the requirements of the Acts of Congress or of the regulations of the FHWA.

2. By acceptance of the Program grant, the Grantee agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964; the Architectural Barriers Act of 1968; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Drug-Free Workplace Act of 1988; the Americans With Disabilities Act of 1990; 31 U.S.C. 1352, regarding limitations on use of appropriated funds to lobby or otherwise influence federal contracting and financial transactions; Executive Order 12549, regarding federal debarment and suspension of contractors; Section 8136 of the Department of Defense Appropriations Act, which requires inclusion of the federal funding amount and the percentage of the total project that amount represents in all public notices and documents describing the Project; and, Section 623 of the Treasury, Postal Service and General Government Appropriations Act of 1990, regarding public notice of federal funding in solicitations for goods and services for projects with an aggregate value of $500,000.00 or more. It is the intention of the parties hereto that none of the provisions of Section 163.01, Florida Statutes, shall apply to this Project Agreement.

3. The Department has found that nonmotorized recreational trail is the primary purpose of the project known as Pond Apple / Shipley Park, RTP Project Number T12009, (hereinafter referred to as "Project"), and enters into this Project Agreement with the Grantee for construction of recreational trail facilities and improvements on real property controlled by the Grantee through ownership or other interest. The legal description and approved method of site control of said real property are set forth in full in the Project application. **Attachment A**, **Grant Work Plan**, attached hereto and made a part hereof, includes a description of the Project, detailed budget, and anticipated deliverables. Any revisions to Attachment A must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

4. Prior to commencement of the Project, the Grantee shall submit for Department approval the documentation described in the FDOT PD&E Manual, as provided in the PD&E Data Survey. The Project may not commence until completion of the Project Development & Environment Process, an environmental determination is made by FHWA, the determination is accepted by the Department and approved by

FHWA, and the Department notifies the Grantee in writing that construction of the Project may commence.

5. The Grantee shall construct, or cause the construction of, specified recreational trail facilities and improvements, (hereinafter referred to as "Project Elements"), upon the real property identified in the approved Project application. The Project Elements, which may be modified by the Department upon a showing of good cause, and provided that the spirit and intent of the Project is maintained, shall be the following: construct 420 linear feet, 8 foot wide, connector boardwalk, and related support facilities. Any revisions to the Project Elements must be formally requested by the Grantee and, if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

6. The Project Elements identified in Paragraph 5 above shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the approved Project application and Attachment A. Project Elements shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Elements shall be in accord with current and established engineering and architectural practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreation and natural values of the area. Any and all utility lines installed within the Project shall be placed underground. The Grantee shall have the Project Site plan (site engineering and architectural) prepared by an architect or engineer licensed by the State of Florida.

7. The Grantee shall complete all Project construction no later than two (2) years from the effective date of this Project Agreement.

8. Within forty-five (45) days of completion of the Project and prior to release of the final payment, the Grantee shall submit for Department staff approval the documentation described in Chapter 62S-2, F.A.C. and included in the Program Completion Packet received by the Grantee.

9. Execution of this Project Agreement does not relieve the Grantee of the responsibility to comply with all applicable federal, state, county, or municipal laws, ordinances or rules; nor is the Grantee relieved of the responsibility to obtain any permits, management agreements, leases or other authorization required by the Department or any federal, state, county or municipal agency for acquisition or development of the Project Site.

10. A. As consideration for the services rendered by the Grantee under the terms of this Project Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed **$74,000** toward the total project cost described in the approved Project application and Attachment A. Program fund limits are based upon the following:

Total Grantee Amount	$ 74,000	(paid by the Department)
Grantee Match Amount	$ 74,000	(paid by the Grantee)
Total Project Cost	$ 148,000	
Type of Match	Cash and/or In-Kind Services	

It is understood that if the total Project cost exceeds the amounts shown above, it is the Grantee's responsibility to provide the funds necessary to complete the project.

B. Travel expenses will not be reimbursed under the terms and conditions of this Project Agreement.

C. The Grantee may submit payment requests upon completion of Project deliverables as identified in Attachment A. Program funds shall be released by the Department, upon submittal of a payment request from the Grantee's duly authorized Grant Manager and upon compliance with this Project Agreement, as set forth herein. The Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to this Project Agreement pursuant to state and federal guidelines, as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. All bills for amounts due under this Project Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the State of Florida 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 C.F.R., Part 225), A-122 (2 C.F.R., Part 230), A-21 (2 C.F.R., Part 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 C.F.R., Part 215) at http://www.whitehouse.gov/omb/circulars/index.html#numerical.

D. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the

Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 11 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. The Grantee must provide from its accounting system, a list of expenditures charged against this Project Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid and vendor name. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The Grantee must also adhere to the State of Florida Department of Environmental Protection, Office of Greenways and Trails' Grant Accountability Procedures and Guidance ("Accountability Procedures") (reviewed and approved by the Federal Highway Administration), which are incorporated by reference, and were included in the commencement documentation. For purposes of this Project Agreement, the following federal cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 C.F.R., Part 225)
Private non-profit organization other than an (1) 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 C.F.R., Part 230)
Education Institutions	OMB Circular A-21 (2 C.F.R., Part 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.

F. The Department's Grant Manager shall, within sixty (60) days after receipt of a complete payment request, review the submitted documentation and Project work accomplished to date, and, if complete pursuant to requirements of this Project Agreement, approve the request for payment.

G. The Department shall reimburse the Grantee up to ninety (90) percent of the total amount of funding under this Project Agreement. Final payment of the remaining ten (10) percent will be retained until the Project has been completed and approved by the Department. Upon completion of the Project and prior to release of the final payment, the Grantee shall submit all documentation described in the Recreational Trails Program Project Completion Documentation Form OGT-13, included in the Program Completion Packet received by the Grantee. A final payment request must be submitted to the Department no later than March 9, 2015, to assure the availability of funds for payment. 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. The final payment will not be processed until the match requirement has been met.)

11. The Department and the Grantee fully understand and agree that there shall be no reimbursement of funds by the Department for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of $0 for planning, permitting, or design performed on or after August 29, 2012.

12. The Grantee shall adhere to the State of Florida Department of Environmental Protection, Accountability Procedures, incorporated into this Project Agreement by reference as if fully set forth herein. The Accountability Procedures establish uniform guidelines and procedures to be utilized by the Department and the Grantee in accounting for grant funds disbursed under the Program and sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements. Expenses, representing the grant amount and the required match, shall be reported to the Department and summarized on certification forms referenced in Chapter 62S-2, F.A.C. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the state, or their authorized representatives shall have access to such records for audit purposes during the term of this Project Agreement and for five (5) years following Project 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.

13. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment B** (**Special Audit Requirements**), attached hereto and made a part hereof. **Exhibit 1** to **Attachment B** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment B**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which 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 identified in Paragraph 25 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 B, 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 number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https:\\apps.fldfs.com\fsaa

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 C**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment C shall 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.

14. The Grantee shall submit a Recreational Trails Program Project Status Report on a quarterly basis. The Grantee shall utilize this form to describe the percentage of work performed, submit photographs showing the accomplished work, identify problems encountered, describe problem resolution, any necessary schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than five (5) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee. Quarterly status reports received by the Department after the fifth calendar day following the completion of any quarterly reporting period will be considered late-filed and render the Grantee in default under the terms of this Project Agreement. Failure to comply with these reporting requirements will result in non-payment or termination of this Project Agreement.

15. A. If for any reason the Grantee should fail to fulfill in a timely manner the obligations under this Project Agreement, or if the Grantee should violate any of the terms or conditions of this Project Agreement, the Department shall thereafter have the right to terminate this Project Agreement without prior notice. In the event the Department terminates this Project Agreement for these reasons, the Department is not required to compensate the Grantee for any expenses incurred before or after such termination.

B. The Department may terminate this Project Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

C. This Project 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 Project Agreement, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and Section 119.07(1), Florida Statutes.

D. The Department shall terminate this Project Agreement if the commencement documentation is not received and approved by the Department within twelve (12) months of this Project Agreement's execution. This time period may be extended by the Department for good cause, such as natural disaster.

16. A. The Grantee may subcontract work under this Project Agreement without the prior written consent of the Department's Grant Manager. 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 supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Project 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 State of Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

17. Competitive open bidding and purchasing for construction of said Project facilities or improvements shall comply with all applicable laws. Following completion of Project construction, the Grantee's Grant Manager shall provide the Department with a statement that all purchases or contracts for construction were competitively bid pursuant to applicable laws.

18. The Grantee certifies that no federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any federal contract, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above, the Grantee shall submit Standard Form-LLL, "Disclosure of Lobbying Activities" (provided in Federal Documents Packet), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included

in all subcontracts, and all subcontractors shall certify and disclose accordingly. **[49 CFR 20]**.

19. In accordance with Executive Order 12549, Debarment and Suspension **(49 CFR 29)**, the Grantee, by execution of this Project Agreement, 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 Federal Highway Administration to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement.

20. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

21. The Department and FHWA shall have the right, through their agents, servants, and employees designated for that purpose, to inspect the site of the Project and the Project Elements thereon at any reasonable time.

22. Following receipt of an audit report identifying any refund due to the Department for noncompliance by the Grantee with the Project Agreement, the Grantee will be allowed sixty (60) days to submit additional pertinent documentation to offset any amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of the total refund due to the Department.

23. The Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee for noncompliance with the terms of this Project Agreement.

24. If the United States acting within the scope of its lawful authority, through the FHWA, the Secretary of the FHWA, or any other branch of the government of the United States, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to refund and will forthwith repay directly to the Department the amount of money demanded.

25. Alexandra H. Weiss, Community Assistance Consultant, or her successor, is hereby designated as the Department's Grant Manager for the purpose of this Project Agreement. The Department's Grant Manager shall be responsible for

ensuring performance of the terms and conditions of this Project Agreement and shall approve all reimbursement requests prior to payment. The Grantee's Grant Manager, James T. Evans III, or his successor, shall act on behalf of the Grantee relative to provisions of this Project Agreement. The parties will notify each other in writing, using the manner set forth in this Project Agreement for providing notices related to this Project Agreement, of any change to the designated grant manager within thirty (30) days of the change.

26. By acceptance of the provisions of this Project Agreement, the Grantee agrees to dedicate the Project Site and all land within the Project boundaries, identified in Paragraph 3 above, to the public as a recreational trail in accordance with section 62S-2.076, F.A.C. The parties further agree that the execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida.

27. The Grantee agrees to operate and maintain the Project Site, as defined in subsection 62S-2.070(37), F.A.C., in accordance with Rule 62S-2.076, F.A.C. The Project Site and Project Elements shall be open to the general public for recreational trail use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain the Project Elements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project Site, as defined in subsection 62S-2.070(37), F.A.C., if said development is not described in Paragraph 5 herein.

28. The Grantee shall not, for any reason, convert all or any portion of the Project boundary area for any purpose other than a recreational trail without prior approval of the Department and FHWA pursuant to the Chapter 62S-2, F.A.C.

29. A. 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 performance of this Project Agreement.

    B. 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 State of 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.

30. A. The Grantee's accounting systems must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. The Grantee is 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 the 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.

B. 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 Project Agreement for non-compliance with the material terms of this Project 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.

C. In the event that the Grantee recovers costs incurred under this Project Agreement and reimbursed by the Department from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Project 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.

31. The federal funds awarded under this Project 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 Project Agreement, for the Department to comply with this requirement.

32. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Project Agreement, Workers' Compensation Insurance for all of his 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 Project 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 his employees not otherwise protected.

33. 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, Florida Statutes.

34. 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 Project Agreement.

35. Reimbursement for equipment purchases is not authorized under the terms and conditions of this Project Agreement.

36. Asphalt paving for the Project shall conform to the State of Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.

37. The Grantee agrees to adhere to all state and federal special terms and conditions incorporated by reference as part of this Project Agreement as if fully set forth herein.

38. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Project Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Project Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Project Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida, unless otherwise required by state law.

39. All notices related to this Project Agreement will be satisfied by sending notice by certified U.S. mail to the following addresses of the parties:

Department's Grant Manager:
Alexandra H. Weiss, Community Assistance Consultant
Office of Greenways and Trails
Division of Recreation and Parks
State of Florida Department of Environmental Protection
3900 Commonwealth Boulevard, M.S. 795
Tallahassee, Florida 32399-3000

Grantee's Grant Manager:
James T. Evans III, Director of Natural Resources
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

The parties will notify each other in writing, using the manner set forth in this Project Agreement for providing notices related to this Project Agreement, of any change to the designated grant manager within thirty (30) days of the change.

40. The Grantee acknowledges prior receipt of the following documents. It is understood that subparagraphs B, C, and D include documents that must be filled out by the Grantee and returned to the Department.

A. Federal award letter approving project application as submitted by the Department.

B. Project Development and Environment (PD&E) Materials – includes PD&E Data Sheet, Form OGT-15 and federal documents (survey, boundary map, Federal Form 424 - Budget Information, Drug-Free Workplace Certification, Civil Rights Assurance of Compliance, Certification Regarding Lobbying, Debarment and Suspension Form, federal Congressional District of Applicant and Project Site, FHWA Guidance, PD&E Data Survey.

C. Commencement Packet – includes Boundary Map with legal description, Site Plan (signed and sealed), List of Facilities to be Constructed (signed and dated), Pre-Construction Certification, Form OGT-12 (signed and dated), Grant Project PD&E Data Sheet, Form OGT-15 (with back-up documentation).

D. Program Completion Packet – includes Project Completion Certification, Form OGT-14, As-Built Site Plan (1 copy), List of Constructed Facilities and Improvements, Color Photographs or Slides of the Project and Identification

Sign, Certification of Filing of Notice of Limitation of Use, Final Payment Request, Certification of FHWA Guidance.

E. Recreational Trails Program Project Status Report (to be completed quarterly).

F. Grant Accountability Procedures.

41. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment D**, **Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment E**, **Regulations,** attached hereto and made a part hereof, shall apply to this Project Agreement.

42. If a court deems any provision of this Project 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.

43. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project 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 Project Agreement, unless otherwise provided herein.

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The parties hereto have caused these presents to be duly executed the day and year last written below.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: _____
Donald V. Forgione, Director
Division of Recreation and Parks

Date: 1-23-13

_____
Department's Grant Manager

CITY OF SANIBEL, FLORIDA

By: _____
Type Name: _____

Title: City Manager

Date: 1/10/~~120~~ 2013

Address:
800 Dunlop Road
Sanibel, Florida 33957

Approved as to form and sufficiency:

_____
Department's Program Attorney

Approved as to form and sufficiency:

_____
Grantee's Attorney (if required)

APPROVED FINANCIAL SUFFICIENCY
_____
Sylvia A. Edwards, Finance Director

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 Pages)
Attachment	B	Special Audit Requirements (5 Pages)
Attachment	C	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	D	Contract Provisions (3 Pages)
Attachment	E	Regulations (1 Page)

Revised 11/12

ATTACHMENT A
RECREATIONAL TRAILS PROGRAM PROJECT GRANT WORK PLAN
City of Sanibel – Pond Apple-Shipley Park
RTP Project #T12009

Project Tasks, Deliverables, Associated Costs & Completion Dates

Project Task and Deliverable Descriptions	Amount of Costs to be Paid with RTP Funds	Amount of Costs to be Grantee Match (per ratio noted in Application)	Total Estimated Cost for Each Listed Deliverable (RTP + Match)	Completion Date for Each Deliverable	Indicate if to be bid or in-house or combination
#1 Task Description: Boardwalk design and engineering **Task Deliverable:** Final drawings signed and sealed by engineer	$2,500	$2,500	$5,000	January 31, 2013	Design and Engineering will be bid out to a state-licensed engineer.
#2 Task Description: Permitting **Task Deliverable:** Permits from the FDEP and US Army Corps of Engineers.	$1,000	$1,000	$2,000	April 30, 2013	Permitting will be completed in-house by City of Sanibel staff.
#3 Task Description: Trail grubbing and tree and shrub relocation **Task Deliverable:** Photos of trail showing completion of grubbing work and tree and onsite tree and shrub relocation.	$1,500	$1,500	$3,000	May 31, 2013	Trail grubbing and tree and shrub relocation will be bid out to City-licensed vegetation contractors.
#4 Task Description: Boardwalk construction (100%). **Task Deliverable:** Photos and/or inspection by RTP staff of boardwalk construction.	$68,800	$68,800	$137,600	July 31, 2013	Boardwalk construction will be bid out to a state-licensed contractor.

Project Task and Deliverable Descriptions	Amount of Costs to be Paid with RTP Funds	Amount of Costs to be Grantee Match (per ratio noted in Application)	Total Estimated Cost for Each Listed Deliverable (RTP + Match)	Completion Date for Each Deliverable	Indicate if to be bid or in-house or combination
#5 Task Description: As-built survey and final inspection of boardwalk construction. **Task Deliverable:** Final as-built survey signed and sealed and final inspection by RTP staff.	$200	$200	$400	August 31, 2013	As-built survey will be completed by a state-licensed surveyor.
TOTALS	$74,000	$74,000	$148,000		

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Recreational Trail grant program; approved plans and application approved for funding.

Financial Consequences: Failure to meet the performance standard will result in the rejection of the invoice for reimbursement and claim for match.

Instructions and Explanation of Grant Work Plan

Task Description: Include description of task to be completed under this Agreement.

Task Deliverable: Identify what will be completed at the time of the request for reimbursement. If it is part of a construction task, identify what part of the construction will be completed at this point. May be the percentage of completion, amount/number, length, width, surface, etc. Identify what will be submitted as proof of completion (dated photographs, certification of completion, copies of permits, copies of approved plans, etc. One task can have multiple deliverables. Each deliverable must have a detailed budget and completion date.

Note: If task will be contracted and/or subcontracted, a copy of the fully executed contract between the RTP project sponsor and the contractor must be identified as a deliverable under the Task Description and submitted to Alexandra H. Weiss, or her designee.

Number of Deliverables: Grantee should note as many deliverables as needed to properly complete project, and accommodate required cash flow.

RTP Funds and Grantee Match: Totals must equal amounts indicated in Project Agreement, Paragraph 10. RTP funds proportionately in every deliverable. Example - 80% RTP, 20% Grantee Match; must show 80% RTP funds in every deliverable.

Amount of Costs to be paid with RTP Funds: Provide description of the costs as follows: **Salaries**: identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other** costs: identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services). The same level of detail must be identified for the match being claimed under this Agreement.

Schedule of Values: A schedule of values, developed per the construction industry standard, must be submitted with the Commencement Documentation. All invoices submitted as part of the reimbursement process must correspond with Attachment A and the Schedule of Values.

Reimbursements: No reimbursement will be made until deliverable item is completed as stated in table and documentation is submitted and approved by the Department Grant Manager. Deliverables must be tied to a physical product, i.e. copy of permit, signed/sealed boundary map, construction documents, quarterly status report (with photos), viewed on site by Alexandra H. Weiss or her designee.

Change in Costs of Deliverables: Any revisions to Attachment A must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

ATTACHMENT B

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 1 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 and 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 Transportation	20.219	Recreational Trails Program	74,000	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$74,000	

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 C

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:
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.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

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

3. **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.

4. **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.

5. **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.

6. **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.

7. **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

ATTACHMENT D
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 Subcontractors 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. **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. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

6. **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. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) 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; (f) 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; (g) 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; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **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.

12. **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.

13. **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.

14. **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); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **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.

16. **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.).**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21. **Compliance with Limitation on Federal Participation (23 CFR 1.9)** pertaining to the use of Federal-aid funds

22. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

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ATTACHMENT E

REGULATIONS

Formal regulations concerning administrative procedures for U.S. Department of Transportation (DOT) grants appear in Title 49 of the Code of Federal Regulations. 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	
49 C.F.R. 24	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
49 C.F.R. 27	Nondiscrimination on the basis of disability in programs or activities receiving Federal financial assistance.
49 C.F.R. 17	Intergovernmental review of DOT programs and activities
49 C.F.R. 19	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
49 C.F.R. 18	Uniform administrative requirements for grants and cooperative agreements to state and local governments
49 C.F.R. 20	New restrictions on lobbying
49 CFR 32	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
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 Requirements

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