Memorandum

MIAMI-DADE COUNTY

Date: November 4, 2010

Agenda Item No. 8(D)(1)(E)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Execution of Florida Department of Environmental Protection Agreement No. 10DA1 Providing State Funding for Beach Erosion Control Activities within the Village of Bal Harbour

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Recommendation
It is recommended that the Board approve the attached resolution authorizing the execution of Florida Department of Environmental Protection (FDEP) Agreement No. 10DA1 that provides $650,000 in State grant funding to conduct beach erosion control activities within the Village of Bal Harbour.

Scope
This agreement encompasses beach erosion control activities located within the Village of Bal Harbour, in Commission District 4.

Fiscal Impact/Funding Source
This agreement provides Miami-Dade County with $650,000 in State grant funds on a reimbursement basis to conduct beach erosion control activities within the Village of Bal Harbour. The County matching funds of $1,394,669 are available through the Building Better Communities General Obligation Bond allocation for beach nourishment under GOB Revenue Index Code CPR315DE3203, Beach Grant CPDE03.

Track Record/Monitor
The Director of the Department of Environmental Resources Management (DERM) will monitor this contract.

Background
The County, through DERM, administers all beach erosion control activities in the County. One element of this role is the annual preparation and submittal of beach erosion control funding requests to FDEP. Under the local government grants program, the State provides funds for up to 50% of the non-Federal cost of eligible beach projects. Final State cost sharing for each beach segment is determined through a formula that considers the availability of public beach access and parking.

In Fiscal Year 2009-10, a total of $2,171,951 in State funding was appropriated for Miami-Dade County beach projects and monitoring countywide. Funds from that appropriation were allocated based on projected work within the coming year for each coastal municipality. Because the public parking and access for each municipality vary, FDEP requires separate contracts for each area to encumber the available funds and reflect the different levels of State cost-sharing. The attached contract, No. 10DA1, encumbers $650,000 of the FY2009-10 appropriation to provide the State share of pending beach nourishment activities in Bal Harbour. Due to limited public access in the center portion of the Bal Harbour segment, the State's share is reduced from the maximum of 50% to 31.79% of the total cost. The remaining funds from the FY2009-10 appropriation will be encumbered under existing or pending contracts for the Miami Beach and Sunny Isles segments later this year.

Assistant County Manager

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MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: November 4, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(E)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(E)
11-4-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGREEMENT NO. 10DA1 PROVIDING STATE FUNDS FOR BEACH EROSION CONTROL ACTIVITIES WITHIN THE VILLAGE OF BAL HARBOUR; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS FOR TIME AND ADDITIONAL FUNDING RELATED TO THIS AGREEMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the execution of Florida Department of Environmental Protection Agreement No. 10DA1 providing State funding for beach erosion control activities within the Village of Bal Harbour, in substantially the form attached hereto, after review and approval by the County Attorney's Office; and authorizes the Mayor or Mayor's designee to execute amendments for time extension and to receive and expend additional funds related to this agreement and to exercise all rights contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Peter S. Tell

DEP AGREEMENT No: 10DA1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND COASTAL SYSTEMS
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
BAL HARBOUR SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and MIAMI-DADE COUNTY, whose address is 33 SW 2nd Avenue, Miami, Florida 33130, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Section 161.091 - Section 161.161, Florida Statutes, provides financial assistance to eligible governmental entities for beach erosion control activities under the Florida Beach Management Funding Assistance Program; and,

WHEREAS, pursuant to 62B-36.005(1)(d), the LOCAL SPONSOR has resolved to support, serve as local sponsor, have the ability to perform the tasks associated with, and has demonstrated a financial commitment to the beach erosion control project as described herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the, BAL HARBOUR SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT, (hereafter referred to as the PROJECT), as defined in Attachment A , Project Work Plan, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" are used interchangeably, and the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.

2. This Agreement shall begin on the last date executed and end on July 31st, 2012. Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this project by the LOCAL SPONSOR or its subcontractor beginning on or after April 1, 2009, may be eligible for cost sharing by the DEPARTMENT. If work identified in the approved Project Work Plan is completed prior to the date shown in the first sentence of this paragraph, the modification will be reduced to writing in an amendment to this Project Agreement.

3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.

4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.

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6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of the nourishment and maintenance of Bal Harbour Segment of the Miami-Dade County Erosion Control Project including the nourishment of 4,254 feet of critically eroded Atlantic shoreline in Dade County between DEP Reference Points R27-R31+300 ft. extending from Bakers-Haulover Inlet to the end of 66th Street within the municipal limits of Bal Harbour. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.

7. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT task, as specified in Table 1 below. It is understood and agreed that the detailed Scope of Work shall include a narrative description of each task, a corresponding detailed budget and a project schedule. Written authorization to initiate the scope of work for each task must be obtained from the DEPARTMENT prior to the initiation of said task. The DEPARTMENT may require at least ten percent (10%) of the total cost share for a specified task be forfeited for failure to obtain prior written authorization from the DEPARTMENT for a specific task.

8. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
3.0	Construction				
3.1	Truck Haul Projects	$0	$650,000	$1,394,669	$2,044,669
	TOTAL PROJECT COSTS	**$0**	**$650,000**	**$1,394,669**	**$2,044,669**

Prior written approval from the DEPARTMENT's Grant Program Administrator shall be required for changes between approved Project Tasks costs. Informal changes by the DEPARTMENT's Grant Program Administrator may not exceed 10% of the total budget amount and may not change the Total Project Costs. The DEPARTMENT's Grant Program Administrator will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes to Project Task costs greater than 10% will require a formal amendment to the Agreement. Any change to the Total Project Costs require formal amendment

9. The DEPARTMENT has determined that 63.59 percent of the PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of $650,000 for this PROJECT or up to 31.79 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT.

10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible project items that exceed the estimated project costs for that item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shall be provided through formal amendment to this Agreement.

11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.

12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in Attachment B (Funding Eligibility), attached hereto and incorporated herein by reference, for beach use throughout the life of the PROJECT as established under this Agreement. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking , the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces where maintenance is discontinued. All parking must be clearly signed or otherwise designated as public beach access parking.

13. In consideration for the satisfactory completion of the eligible work, identified in Attachment A and approved by the DEPARTMENT, performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with Attachment C (Contract Payment Reqnirements), attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as Attachment D (Request For Payment, PARTS I – III), attached hereto and made a part hereof. These forms may be submitted on a quarterly basis. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31; the request shall be submitted no later than thirty (30) days following the completion date of the quarterly reporting period of each year in which the project is underway. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. In such cases where no reimbursement is sought for a given quarter, all applicable portions of Part III of Attachment D, Project Progress Report must be completed and submitted.

14. The DEPARTMENT's Bureau of Beaches and Coastal Systems shall have thirty (30) days after receipt of each billing to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the billing for payment. It is understood and agreed that any request for reimbursement that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and the clock will not resume until such information is received as requested by the DEPARTMENT. Upon approval of the payment request, the DEPARTMENT shall disburse the funds due to the LOCAL SPONSOR less ten (10) percent, which shall be retained on account. The cumulative amount retained for each eligible Task Scope of Work shall be disbursed to the LOCAL SPONSOR upon notification of the DEPARTMENT with an executed notice of completion (Attachment E) and after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement, all applicable DEPARTMENT permits and the applicable scope of work for said item. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to this Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, the LOCAL SPONSOR must provide the information described in this paragraph within thirty (30) days of such request. If applicable, the LOCAL SPONSOR 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). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

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15. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, Attachment D, Part III, Project Progress Report, as updates to a project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period identified in paragraph thirteen (13). Schedules may be required to be submitted electronically in an .MPP or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration.

16. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as Attachment E (Project Completion Certification). A final project certification inspection shall be made by the DEPARMENT within sixty (60) days after the PROJECT is certified complete by the local sponsor.

17. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.

18. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

19. The LOCAL SPONSOR's Project Manager for all matters is Brian Flynn, Phone: 305/372-6850. The DEPARTMENT's Project Manager for all technical matters is Richard A. Noyes, Phone: 850/922-7865 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: 850/922-7711 or their successor(s). All matters shall be directed to the appropriate persons for action or disposition.

20. 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.

21. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.

22. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.

23. Any and all notices shall be delivered to the parties at the following addresses:

LOCAL SPONSOR	DEPARTMENT
Brian Flynn Miami-Dade County Environmental Resource Management 33 S.W. 2nd Avenue, Miami, Florida 33130 (305) 372-6850 flynnb@miamidade.gov	Dena VanLandingham, Grants Program Administrator Department of Environmental Protection Bureau of Beaches and Coastal Systems 3900 Commonwealth Blvd., MS 300 Tallahassee, Florida 32399-3000 (850) 922-7711 Dena.VanLandingham@dep.state.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

24. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

25. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this 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 Agreement and for five years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

26. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment F (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of **Exhibit 1**, the LOCAL SPONSOR shall notify the Department's Grant Program Administrator at 850/922-7711, to request a copy of the updated information.

B. The LOCAL SPONSOR 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 LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR 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 LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

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C. In addition, the Grantee agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, Attachment G, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment G 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.

27. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.

28. The LOCAL SPONSOR 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.

39. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this 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 Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

31. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

32. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

33. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

34. 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 Agreement.

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B. An entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services 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. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. The DEPARTMENT 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 contracting the Office of Supplier Diversity at (850) 487-0915.

35. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

36. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed scope of work.

37. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida Law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR. The DEPARTMENT shall have no liability except as specifically provided in this Agreement.

38. The purchase of non-expendable equipment costing $1,000 or more is not authorized under the terms and conditions of this Agreement.

39. 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. Minor modifications which will be handled with a change order include notification of a change in Contract/Project Manager, modification of deliverable due dates when such change does not involve a contract extension, and modifying the scope of services when such modification would not involve a decrease/increase in price or an extension of the contract performance period.

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40. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.

41. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.

42. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time eqnal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

44. 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.

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

MIAMI-DADE COUNTY

By: _____
Title: *County Manager

Date: _____

FEID No. 59-600573

_____
Grantee's Attorney

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: June 14, 2010

_____
Department of Environmental Protection
Grant Program Administrator

APPROVED as to form and legality:

_____
Department of Environmental Protection
Attorney

*If someone other than the County Manager signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (1 page)
Attachment	B	Funding Eligibility (1 page)
Attachment	C	Contract Payment Requirements (1 page)
Attachment	D	Request For Payment, Parts I - III (3 pages)
Attachment	E	Project Completion Certification (1 page)
Attachment	F	Special Audit Requirements (5 pages)
Attachment	G	Certification of Applicability to Single Audit Act Reporting (1 Page)

ATTACHMENT A

PROJECT WORK PLAN

BAL HARBOUR SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

ıe PROJECT consists of the nourishment and maintenance of Bal Harbour segment of the Miami-Dade County Erosion ıntrol Project including the nourishment of 4,254 feet of critically eroded Atlantic shoreline in Dade County between ;P Monuments R27-R31+300 ft. extending from Bakers-Haulover Inlet to the end of 66th Street within the municipal ıits of Bal Harbour. The PROJECT shall be conducted in accordance with the terms and conditions set forth under this ;reement, all applicable Department of Environmental Protection permits and the eligible project task items established low. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical ecifications contained in the Department's Regional Data Collection and Processing Plan and Geographic Information stem Plan, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible :OJECT item. These plans may be found at http://www.dep.state.fl.us/beaches/. Three (3) originals and one (1) :ctronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless ıerwise specified.

ısk No: **Eligible Project Item:**

) **Construction**

Work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

Truck Haul Projects
Hot spot truck haul projects located in Bal Harbour using County general services contracts.

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ATTACHMENT B

FUNDING ELIGIBILITY

BAL HARBOUR SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

oject Boundary: [R27-R31+300].
proximate Shoreline Length: 4254 FEET

blic Access	Parking Spaces	Shoreline/feet
kers-Haulover Inlet	65	15'
th and Collins Ave.	50	50'

eas determined to be publicly accessible:

7-R28+335	1335'
9+930-R31+300	1370'

tal eligible shoreline length: 2705 FEET
tal project shoreline length: 4254 FEET

rcent eligible for State funding: 63.59%

15

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005)
Cost Reimbursement Contracts

voices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, avel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being aimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each ece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved ontract budget should be reimbursed.

ontracts between state agencies, and or contracts between universities may submit alternative documentation to ubstantiate the reimbursement request that may be in the form of Florida Accounting Information Resource (FLAIR) ports or other detailed reports.

isted below are examples of types of documentation representing the minimum requirements:

) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts that include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log that shows the units times the rate being charged. The rates must be reasonable.

) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

he Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the ollowing web address: http://www.fldfs.com/aadir/reference%5Fguide/.

ATTACHMENT D

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT - PART I

PAYMENT SUMMARY

ame of Project: BAL HARBOUR SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

rantee: MIAMI-DADE COUNTY DEP Contract Number: 10DA1

illing Number: _____ Billing Period: _____
Billing Type: ☐ Interim Billing ☐ Final Billing

osts Incurred This Payment Request:

ederal Share*	State Share	Local Share	Total
$_____	$_____	$_____	$_____

*if applicable

ost Summary:

State Funds Obligated	$_____	Local Funds Obligated	$_____
ess Advance Pay	$_____	Less Advance Pay	$_____
ess Previous Payment	$_____	Less Previous Credits	$_____
Less Previous Retained	$_____		
Less This Payment	$_____	Less This Credit	$_____
Less This Retainage (10%)	$_____	Local Funds Remaining	$_____
State Funds Remaining	$_____		

ertification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that ayment from the State Government has not been received; that the work and/or services are in accordance with the epartment of Environmental Protection, Bureau of Beaches and Coastal Systems approved Project Agreement including ny amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount illed.

_____	_____	_____
Name of Project Administrator	Signature of Project Administrator	Date
_____	_____	_____
Name of Project Financial Officer	Signature of Project Financial Officer	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Name of Project:					Billing#	Billing Period:	DEP CONTRACT NUMBER		Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)		
Grantee:											
Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item (2)	SOW/SID # (3)	Vendor Name	Check or Debit#	Total Amount Eligible for State Share (4)	Changes per BBCS Project Manager (5,6)	Changes per BBCS Accountant (5,6)	Approved Eligible Cost (5)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
							Totals for all items on page:				

tem #	Notes and invoice adjustment explanations per item # (5)

Certification: I certify that the purchases noted above were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name/Signature of Project Administrator — Date

Name/Signature of Project Financial Officer — Date

Form Instructions:

1) Grantee: enter exact amount of check or debit.
2) Grantee: enter the subtask ID# from the Eligible Project Item table of the DEP Grant.
3) Scopes of work and bids that have been approved for DEP cost share may be assigned a tracking identifier number. Grantee: Insert this tracking number when applicable
4) Grantee: insert only the amount of vender payment that is assumed to be eligible for DEP cost share.
5) Grantee: DEP Project Managers and accountants will make necessary corrections or adjustments within the terms of the contract and in accordance with state rule.
6) DEP staff: Enter the total amount of line item increase or decrease: if the adjustment is a decrease, preceed the amount with the "-" (minus) sign

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

REQUEST FOR PAYMENT - PART III
PROJECT PROGRESS REPORT

ame of Project: BAL HARBOUR SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

antee: MIAMI-DADE COUNTY DEP Contract Number: 10DA1

eport Period: _____

atus of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding rcent of task completed to date. Describe any implementation problems encountered, if applicable.)

sk Eligible Project
): Item:

) CONSTRUCTION

_____

_____

_____

l TRUCK HAUL PROJECTS

_____

_____

_____

ATTACHMENT E

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

PROJECT COMPLETION CERTIFICATION

ame of Project: BAL HARBOUR SEGMENT, MIAMI-DADE EROSION CONTROL PROJECT

rantee: MIAMI-DADE COUNTY DEP Contract Number: 10DA1

hereby certify that the above mentioned project has been completed in accordance with the Project Agreement, cluding any amendments thereto, between the Department of Environmental Protection and grantee, and all funds pended for the project were expended pursuant to the Project Agreement. All unused funds and interest accrued on any nused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the EPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction ortion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL PONSORS will be due sixty (60) days after the Federal final accounting has been completed.

ame of Project Manager Signature of Project Manager Date

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ATTACHMENT F

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

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 the date is 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

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
Original Agreement	Ecosystem Management and Restoration Trust Fund, GAA Line Item # 1695	2009-2010	37.003	Beach Management Funding Assistance Program	$650,000	140126

Total Award	$650,000

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 G

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee's 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: $ _____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA#	CFDA#	DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct:

_____ _____

Name Date

_____

Title