

Financial Project No: 409750-2-74-01	Fund: _____	FLAIR Approp: _____
Contract No. <u>G0I15</u>	Function: _____	FLAIR Obj.: _____
CFDA No. and Title: _____	Contract Amount: <u>\$15,000.00</u>	Org. Code: _____
_____	DUNS No.: _____	Vendor No.: <u>59-6000346-036</u>
_____	Recipient DUNS No.: _____	CSFA No. and Title: 55.003 and Highway Beautification Grants – Keep Florida Beautiful (contract rev.10.21.16)

**LITTER CONTROL AND PREVENTION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
CITY OF KEY WEST, FLORIDA**

This Litter Control and Prevention Grant Agreement (“Agreement”) is entered into this ____ day of _____, 2016 between the State of Florida, Department of Transportation (“Department” or “FDOT”), and the City of Key West, a Florida municipal corporation (“Recipient”).

WITNESSETH:

- A. The Department is authorized under Section 334.044, Florida Statutes, and Section 403.709, Florida Statutes to enter into this Agreement.
- B. The Florida Legislature has appropriated the amount of \$800,000 in Fiscal Year 2016/2017 to the Department in order to provide funding for litter prevention and control programs through a certified Keep America Beautiful Affiliate at the local level.
- C. The Department is prepared, in accordance with its adopted work program, to undertake the Project described as the Keep America Beautiful Litter Control and Prevention Program, in Fiscal Year 2016/2017, in the amount of \$15,000.00 and which Project is known as Financial Project Number 409750-2-74-01, as more fully described in Exhibit “A” (“Project”).

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

- 1. The recitals set forth above are incorporated by this reference in this Agreement.
- 2. The Recipient shall furnish all services as required in Exhibit “A” for completion of the Project.
- 3. The Recipient shall comply with the compliance requirements applicable to state resources awarded pursuant to this agreement as noted in Exhibit “B” of this agreement.
- 4. The Recipient shall provide a proposed budget for use of FDOT funds for this project as required in Exhibit “C” of this agreement.
- 5. The Recipient shall provide a listing of program activities for this project as required in Exhibit “D” of this agreement.

6. The Recipient shall submit a Program Activity Progress Report, on a quarterly basis to the Department as part of the reporting requirements, which is incorporated and attached as Exhibit "E" in this agreement.
7. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through September 30, 2017. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.
8. The Department agrees to reimburse the Recipient in an amount not to exceed \$15,000.00 for actual costs incurred, excluding Recipient overhead. Project costs eligible for reimbursement will be allowed only from the Effective Date of this Agreement. The funding for this Project is contingent upon annual appropriation by the Florida Legislature, the availability of funds pursuant to this Paragraph 8, and all other terms of this Agreement. The Recipient agrees to bear all expenses in excess of the Department's participation.
 - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Recipient's Proposed Budget in Exhibit "C", attached to and incorporated in this Agreement. Additionally, the services which the Recipient provides in Exhibit "A" shall conform with those programs as identified in Exhibit "D", attached to and incorporated in this Agreement.
 - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
 - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 409750-2-74-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
 - d. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. All invoices shall include a completed and accurate Grant Reporting Form as set forth in Exhibit "E" attached to and incorporated in this Agreement.
 - e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.

- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers (Section 287.058(b), Florida Statutes).
- g. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained shall be forfeited at the end of the Agreement's term.
- h. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

- i. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- j. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.
- k. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

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

- l. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- m. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
9. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
 - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the 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 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "B" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

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

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package

was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(1), Florida Statutes.

viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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

10. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

11. Public Records (Only check one)

Recipient is a governmental entity

The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

Recipient is not a governmental entity

The Recipient shall comply with Chapter 119, Florida Statutes. Specifically, the Recipient shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

12. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement

13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16. Indemnification (Only Check one)

Recipient is a governmental entity:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all

just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of omission or commission of the acts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

Recipient is not a governmental entity:

The Recipient shall indemnify, defend, save, and hold harmless the Department and all of its officers, agents, or employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Neither the Recipient nor any of its officers, agents, employees, contractors/subcontractors, consultants/sub consultants will be liable under this section for the negligence of the Department or any of its officers, agents or employees. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of omission or commission of the acts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from

the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

17. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers’ Compensation Insurance as required by the State of Florida under the Workers’ Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted, however, if the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.
18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the

Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.

22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:
Florida Department of Transportation
605 Suwannee Street, Mail Station 61
Tallahassee, Florida 32399-0405
Attention: Project Manager

TO RECIPIENT:
Keep Key West Beautiful Program
c/o City of Key West
P.O. Box 1409
Key West, Florida

23. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
24. This Agreement shall not be renewed.
25. This Agreement shall not be construed to grant any third party rights.
26. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.

30. Time is of the essence as to each and every obligation under this Agreement.
31. The Department and the Recipient acknowledge and agree to the following:
- i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
32. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
33. This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

City of Key West, Florida
(Name of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____

Brian Blanchard, P.E., Assistant Secretary
for Engineering and Operations

Title: _____

Date: _____

Print Name _____

FDOT Legal Review:

Witness: _____

Title: _____

See attached encumbrance form for date of
funding approval by Comptroller

Print Name _____

EXHIBIT “A”

SCOPE OF WORK

1.0 SERVICE OBJECTIVE: The Recipient shall assist the Department in meeting the objectives below:

- A. Implement, administer and promote the “DRIVE IT HOME – Keep Our Paradise Litter-Free” (DIH-KOPLF) Trash-Off in conjunction with the National Great American (GA) cleanup (March, April, & May) within their own local community.
- B. Implement, administer and promote Litter Prevention & Recycling Education within the local community.
- C. Promote the FDOT Adopt-A-Highway program at the local community level and notify/include local Adopt-A-Highway participants in local KAB affiliates mailings & cleanup activities.
- D. Implement, administer and promote a minimum of three (3) additional Program Activity Options as specified and agreed upon in Exhibit “D”.
- E. Maintain a current e-mail address, website, Facebook page and other social media tools as needed. “Like all Florida affiliates Facebook pages, including KFB Facebook page.”
- F. Support the Department’s litter prevention education programs through the Recipient’s public information, public affairs, and volunteer service programs.
- G. Maintain KAB Certified Affiliate status during the agreement period.
- H. Employing a part or full-time program manager during the Agreement period.
- I. Non-profit affiliates function as a public/private partnership with a working Board of Directors.
- J. Match Department funds as provided in this Agreement at a minimum ratio of 1:1, as specified.

2.0 DESCRIPTION OF SERVICES: The Recipient shall perform the following services:

- A. The DIH-KOPLF Trash-Off in conjunction with the National Great American Cleanup (GAC) is an annual event, held each March, April and May with the purpose of bringing a coordinated effort towards cleaning up local communities within the state. The Recipient shall be the local community coordinator for this event. The Recipient shall include appropriate inclusion in Recipient’s publications, arrange informational meetings and media releases necessary to increase local participation at this annual event. Recipient shall include the official logo of the Department’s DIH-KOPLF campaign on all material. The Recipient shall provide Department with a copy of the KAB DIH-KOPLF Trash-Off National Great American Cleanup wrap-up report as part of the reporting requirements.
- B. The Recipient shall conduct Litter Prevention & Recycling Education workshops / seminars and other educational presentations within the local community. Every effort will be made by the Recipient to utilize already approved and established KAB educational material, as well as environmental education material recommended in the Environmental Protection Agency (EPA) publication, “Environmental Education Materials Guidelines for Excellence”. The Recipient, when possible, will include the official Department logo on

all printed educational material. The Recipient shall supply Department with original copies of all educational material purchased or developed with Department funds.

- C. The Recipient shall assist Department at the local community level with the State's Adopt-A-Highway education program. The Recipient shall assist Department in increasing participation at the local level, and shall include local Adopt-A-Highway participants in KAB systems program activities and mail-outs.
- D. The Recipient agrees to conduct / complete all Program Activity Options as contained in Exhibit "D". The Recipient shall submit a Program Activity Progress Report, on a quarterly basis to the Department as part of the reporting requirements.
- E. The Recipient shall maintain a website. Shall maintain a Facebook page (local gov't exempt). Department funds may be used to create, post to, and maintain said website and Facebook page (if applicable). Said website at a minimum may contain the following:
 - i. KAB Affiliates Board of Directors and Executive Committee Members
 - ii. KAB Affiliates Executive Director's name and title
 - iii. KAB Affiliates street address and mailing address
 - iv. KAB Affiliates e-mail address and website address
 - v. KAB Affiliates calendar of events
 - vi. KAB Affiliates 2015/2016 Annual Report, if applicable
 - vii. KAB Affiliates 2016 GAC Report, if applicable
 - viii. Governor and Lt. Governor's names
 - ix. State of Florida official seal linking to website address (www.myflorida.com)
 - x. KAB logo may be displayed, and link to website address (www.kab.org)
 - xi. KFB logo linking it to website address (<https://www.keepfloridabeautiful.org/>)
 - xii. DIH-KOPLF log must be displayed, and link provided
 - xiii. FDOT State Adopt-A-Highway web link with FDOT Logo: (<http://www.fdot.gov/maintenance/aah.shtm> or current) and Statewide Litter-Hotline number: 1-800-BAN-LITT (er) / 1-800-226-5488
 - xiv. Current Year Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$ LDB).
 - xv. Historical Cumulative Years Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$ LDB).
 - xvi. Current Years Return on Investment (ROI) [Example: (\$1.00: \$16.00)].
 - xvii. Historical Cumulative Yrs. ROI [Example: (\$1.00: \$160.00)].
- F. The Recipient shall support the Department's litter prevention education programs through the Recipient's normal network of seminars, speeches, newsletter, educational programs, web sites, social media, conferences, and other communication activities.
- G. The Recipient, during the Agreement period, is required to maintain its KAB Certified Affiliate status. If the Recipient is declared to be de-certified by KAB, Inc., the Recipient may be subject to immediate cancellation of this Agreement.

- H. The Recipient, during this Agreement period, is required to employ a part time or full time program manager (Executive Director). If the Recipient experiences a vacancy in this position, they are required to immediately notify Department so as not be found in default. Department will reserve the right to cancel or continue this Agreement based on the duration of the vacancy and ability of Recipient to fulfill this Agreement.
- I. The Recipient, during this Agreement period, is required to maintain a working Board of Directors. The Recipient shall submit to Department a complete listing of the members of the Board of Directors. Said list shall contain the names, e-mail addresses, phone numbers and affiliation of each board member. Said list shall identify the President, Vice-President, Secretary, and Treasurer of the organization. The Recipient shall submit copies of the minutes of the Board of Directors meetings to Department as part of their required reporting.
- J. The Recipient is required to match all Department funds awarded under this Agreement, at a 1:1 ratio. All matching funds and in-kind donations must be documented and included as a part of the Recipient's required quarterly reporting.
- K. The Recipient may use Microsoft Office Professional XP and Internet explorer when meeting the requirements of this Agreement.

3.0 SCHEDULE OF WORK: The Recipient shall submit to Department for review progress reports of activities **within 15 days of the end of each report period** as part of its reporting requirements. For the purposes of this Agreement, progress report due dates are: **March 31, 2017 and June 30, 2017**. All receipts will be dated on or before June 30, 2017. The Final Department/KABS Annual Report which includes, but is not limited to, the summary and receipts totaling grant amount, the grant match with summary and supporting documentation, the listing of all in-kind documentation, a copy of the submitted 2016 Single Audit Exemption Letter (if applicable), the KAB 2017 Great American Clean-up Report, KAB 2017 Affiliates Annual Report, and a copy of Exhibit "D" with a summary of projects, is due on or before September 30, 2017. (Please submit your Final Annual Department/KABA Report in a 3 ring binder with an index or an electronic submittal may be accepted upon approval by the Department's Project Manager).

4.0 PRINTING:

- A. No printing for the sole use of Department will be done under this Agreement. The Recipient shall be responsible for obtaining all printing required to accomplish this Agreement through their normal channels.
- B. All purchases of printing in excess of \$1000 require a minimum of three written bids. The Recipient shall use reasonable efforts to include at least one bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids.
- C. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. ***"The printing of this material has been made possible through funds provided by the Florida***

Department of Transportation". All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.

5.0 COMPENSATION:

- A. The compensation for this service shall not exceed \$15,000.00. The Recipient shall not perform services in excess of the amount until advised in writing by the Department that additional funds have been made available and encumbered. Approved costs incurred by the Recipient during the contract period shall be in accordance with the following:
- i. All direction, art work, training materials development, training, special events coordination or organization, and program promotion shall be on an hourly basis in accordance with Recipient's expended time toward completion of each project.
 - ii. The Recipient shall provide hourly rates for each project. The Recipient's hourly rate will be multiplied by the hours reported by the employee to arrive at the cost for work performed during submission period. The rate of \$20.00 per hour shall be considered the maximum allowable hourly rate.
 - iii. The cost of services rendered or materials produced by sub-contractors not a part of the Recipient's organization, (out of house expenditures) shall be at actual cost.
 - iv. All long-distance telephone calls, mailing, shipping and photocopying shall be at actual cost.
 - v. The Recipient shall submit their request for reimbursement to the address indicated for notice to the Department in Paragraph 22 of the Agreement. All reimbursement requests will be submitted no later than June 30, 2017 for this grant. The request shall include the following support documentation:
 - 1. Paid invoices and receipts for purchases of all services
 - 2. Paid invoices for outside or out of house expenditures
 - 3. Paid invoices and receipts for other direct costs
 - 4. Copies of cancelled checks
 - 5. One Page Quarterly (as noted in 3.0) & cumulative Progress Report Summary
- B. The Department's Request for Reimbursement Form will be used to document expenditures incurred as payment was made in advance of incurring costs.

6.0 INELIGIBLE EXPENDITURES / ACTIVITIES

- A. Purchase, lease or other costs associated with personal cell phones, pagers, beepers and personal e-mail addresses are not an acceptable expenditure under this Agreement.

- B. No funds will be used for construction projects.
- C. Department funds may not be used to cover in part or full, costs direct or indirect, of fundraising activities or fundraising events.
- D. No reimbursement will be made for partial per diem for non-overnight travel.
- E. No reimbursement will be made for tips, gratuities, alcohol, valet parking, or any purchases not directly related to the purpose of the travel.
- F. No reimbursement will be made for food or drink items.

7.0 DISPUTES: The Recipient shall be responsible for the settlement of any contractual or administrative disputes arising out of the subcontracts entered into in support of the contract work.

EXHIBIT “B”

STATE FINANCIAL ASSISTANCE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Highway Beautification Grants – Keep Florida Beautiful
CSFA Number: 55.003
Award Amount: \$15,000

Specific information for CSFA Number 55.003 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Compliance requirements for CSFA Number 55.003 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

EXHIBIT "C"

PROPOSED BUDGET FOR USE OF FDOT FUNDS

	<u>FDOT FUNDS*</u>		<u>MATCHING FUNDS</u>
Salaries (\$20.00 @ hr. max limit)	_____	(Exe. Dir Only)	<u>\$5,200.00</u>
Organizations Public Liability Ins.	_____		_____
Rent/ Utilities	<u>Match Only</u>		<u>\$2,500.00</u>
Accounting / Auditor Services	_____	(\$300.00 max)	<u>\$2,000.00</u>
Phone / cell / internet access*	<u>\$600.00</u>	(\$600.00 max)	<u>\$1,200.00</u>
Office Supplies	<u>\$200.00</u>		<u>\$200.00</u>
Program Materials for Exhibit "D"	<u>\$8,400.00</u>	(No Drink / Food)	<u>\$1,000.00</u>
Volunteer Hours	<u>Match Only</u>		<u>\$10,000.00</u>
Local Advertising (DIH-KOPLF)	<u>\$2,000.00</u>	(\$2,000.00 min)**	<u>\$4,210.00</u>
Printing*	_____		_____
Travel (KAB / KFB Annual Meetings Only)	<u>\$1,500.00</u>	(\$1,500.00 max)	_____
Internet / Social Media Support	<u>\$2,000.00</u>	(\$2,000.00 max)	<u>\$200.00</u>
KAB Annual Dues Only	<u>\$300.00</u>		_____
Total FDOT Funds	<u>\$15,000.00</u>	Total Matching	<u>\$26,510.00</u>

* see items below. **The \$2000 local advertising may be in the form of grant dollars or a local in kind advertising match

- **Telephone** – the use of FDOT funds for the purchase/lease or monthly charges related to personal cell phones, beepers or pagers are **not** allowed.
- **Food & Drinks** - State funds **cannot** be used for the purchase of food (F), drink (D) or FD items.
- **Travel** – State rates shall be used. Overnight Travel and per-diem expenses shall be in accordance with Section 112.061, Florida Statutes & documented on the state travel form. Reimbursement will not be made for partial per diem for non-overnight travel.
- **Educational Material** – Wherever possible, the applicant will utilize already accepted and established educational material rather than develop new material. The department recommends the use of the EPS publication "Environmental Education Materials: Guidelines for Excellence" in developing educational material. Before developing or purchasing new educational material other than the ones listed, the applicant should contact the FDOT Project Manager for approval.
- **Total FDOT Funds requested** – the total amount of FDOT funds requested might not exceed the maximum amount allocated by the department as stated in the proposal guidelines.
- **Total Matching** – A 1:1 match of FDOT funds is required. The total matching should reflect cash, in kind donations, anticipated volunteer hours \$16.00 per hour (value based on the minimum amount paid by private industry for litter collection), donation of equipment, and other materials. The Department encourages additional matching dollar funds where possible. You may use either other State or Federal funds as a match, but no other FDOT funds, directly or indirectly may be used as a match to this program. Cash, In-kind and other matches, must be documented in the required reporting.
- **Printing** - All purchases of printing in excess of \$1000 require a minimum of three written bids. The Recipient shall use reasonable efforts to include at least one bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. ***"The printing of this material has been made possible through funds provided by the Florida Department of Transportation"***. All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.

EXHIBIT "E"

Florida Department of Transportation GRANT REPORTING FORM
 Service Dates _____ through _____ (_____ Period)

Affiliates Name: _____ Grant Amount: \$ _____

Budget Category	Approved Total Annual Expenditures	Amount Used All Prior Quarters	Amount Used This Quarter	Remaining Balance
Salaries (max. \$20.00 Hr.: E.D. Only)				
Organizations Public Liability Insurance				
Rent / Utilities	Match Only	Match Only	Match Only	Match Only
Accounting Services (\$300.00 max.)				
Phone/cell/Int. access (\$600.00 max.)				
Office Supplies				
Grant Program Materials for Exhibit "D" (No Drink/Food)				
Local Advertising (DIH-KOPLF)				
Printing				
Travel (limited to KAB / KFB Annual Mtgs - \$1,500.00 max.)				
Internet / Social Media Web-site Support (\$2,000.00 max.)				
Limited to KAB Annual Dues				
Column Total	\$15,000.00			

Approved by: _____ Date: _____

LOCAL PROGRAM ACTIVITIES:

Total number of Adopt-A-_____ Groups to date: _____
 Total number of volunteers* conducting litter cleanups: _____
 Total number of volunteer* hours for litter removal: _____ (1)
 Total pounds of litter*collected: _____ (2)
 Total number of volunteer* hours for other activities: _____ (3)
 (*inclusive of all pickup activities for your organization)

Total dollar amount of cost benefits in local community:

- Volunteer dollar benefit: _____ hours (1) + (3) x \$16.00** = \$ _____ cost benefit (4)
 - Litter dollar benefit: _____ pounds (2) divided by 2,000 = _____ tons
 - _____ Tons x local tipping fee of \$ _____ per ton = \$ _____ cost benefit (5)
 (**based on the minimum amount paid by private industry for litter collection)

Total 16.17 Cost Benefits: (grant award match requires supporting documentation)

Volunteer Hours: \$ _____ (4)
 Litter dollars: \$ _____ (5)
 In-Kind dollars \$ _____
 Cash contributions \$ _____
 Other cash funding \$ _____
 This Quarters Total cost benefits \$ _____ (For this quarter)
 All Quarters Total 16.17 cost benefits \$ _____ (All quarters to date during contract period)
 Total 15/16 Cost Benefit \$ _____ (if applicable)

Annual Return On Investment (ROI) / All Quarters Total Cost Benefits

- \$ _____ (Cost Benefit) / \$ _____ (Amt. Expended) = \$ _____ (Affiliate's Grant ROI)