

# **AMENDMENT**

## **STATE OF FLORIDA**

### **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

#### **FWC Agreement No. #21130, Amendment 1**

This Amendment to Agreement No. #21130, referred to as the Original Agreement, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the City of Pensacola, 59-6000406, whose address is 222 West Main Street, Pensacola, FL 32502, hereinafter "Recipient," collectively, "Parties".

### **CHANGES TO THE CONTRACT**

In consideration of the mutual benefits set forth herein and, in the Original Agreement, the parties agree to amend the Original Agreement as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

**STATE AWARD NAME** in the header of the Original Agreement is hereby amended to read as follow and all references to Baars Park within the Original Agreement are hereby removed:

State Award Name(s): Sanders Beach Kayak Fishing Trail Access Upgrades.

**SECTION 4. COMPENSATION AND PAYMENTS** of the Original Agreement is hereby amended to read as follows:

**A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$1,291,210.00.

**NOTICES AND CORRESPONDENCE** of the Original Agreement is hereby amended to read as follows:

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

#### **FOR THE COMMISSION:**

Grant Manager: Tyler Jones, Grants Specialist  
FL Fish & Wildlife Conservation Commission 620 S Meridian Street  
Tallahassee, FL 32399-1600  
Telephone: (850) 717-2102 Email: [tyler.jones@myfwc.com](mailto:tyler.jones@myfwc.com)

#### **FOR THE GRANTEE:**

Grant Manager: William K. Boyer  
Grants and Special Projects Coordinator  
222 W. Mian Street, Pensacola, FL 32502  
Telephone: (850) 435-1822 Email: [kboyer@cityofpensacola.com](mailto:kboyer@cityofpensacola.com)

**ATTACHMENT A, Scope of Work** of the Original Agreement is hereby replaced in its entirety by:

ATTACHMENT A1, Revised Scope of Work

**ATTACHMENT B, Requirements of the Federal and Florida Single Audit Act** of the Original Agreement is hereby replaced in its entirety by:

ATTACHMENT B1, Revised Requirements of the Federal and Florida Single Audit Act.

**SIGNATURES**

All provisions of the Original Agreement not specifically amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to Agreement No. #21130 to be executed through their duly authorized signatories on the day and year last written below.

<b>RECIPIENT EXECUTION SIGNATURE</b>	<b>COMMISSION EXECUTION SIGNATURE</b>
<b>City of Pensacola</b>	<b>Florida Fish and Wildlife Conservation Commission</b>
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

**ATTACHMENTS**

Attachments in this Agreement include the following:

- Attachment A1, REVISED SCOPE OF WORK
- Attachment B1, REVISED REQUIREMENTS OF THE FEDERAL AND FLORIDA SINGLE AUDIT ACT

## Attachment A1 – REVISED SCOPE OF WORK

<b>Project Name:</b>	City of Pensacola – Sanders Beach Kayak Fishing Trail Access Upgrades	<b>FWC Contract No.</b>	21130-A1
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### 1. PROJECT DESCRIPTION

- A. Purpose and Background:** The City of Pensacola (Grantee) will use grant funds to enhance/increase public access to Pensacola waterways for kayak fishing and paddling, by establishing a designated kayak fishing and paddling trail at Sanders Beach. Kayak fishing is the fastest growing segment of the U.S. sportfishing market due to increasing fuel costs, expense compared to other watercraft, minimal environmental impacts, and growing appreciation for an active outdoor lifestyle.
- B. Project Benefits:** Pensacola offers tourism amenities that market its natural resources to outdoor recreation enthusiasts as a nature-based tourism destination, resulting in economic stimulus and increased public awareness of natural Pensacola, thereby helping to compensate for interim losses to recreational use by the *Deepwater Horizon* oil spill.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect through June 30, 2024. Grantee shall complete the tasks and provide the deliverables described in this Scope of Work by June 30, 2024.

### 2. PROJECT DELIVERABLES

- A. Deliverable 1:** Planning, Engineering and Design Services, and Permitting for Sanders Beach Kayak Fishing Trail Access Upgrades

#### **Deliverable 1 Tasks:**

- Grantee will prepare draft construction plans and specifications;
- Submit to FWC's grant manager for review and approval; and
- Upon approval by FWC's grant manager, prepare final plans.
- Grantee will prepare and submit applications to the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), and any other agencies that require permitting be applied for; and
- Provide copies of permits or other final action by permitting agencies to the FWC grant manager.

**Compensation:** Total payment for this deliverable will not exceed \$143,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide all labor, equipment, and materials to complete the planning, engineering, and design services, and permitting for finalizing design and construction plans as specified herein. These final plans will be submitted to the Commission for review and approval prior to initiation of any work.

**Documentation:** Documentation includes an attestation of activities or services rendered. The Grantee shall provide copies of bid documentation, surveys, draft plans, proof of services rendered,

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final plans, and permits. See FWC Cost Reimbursement Contract Payment Requirements Attachment D for additional details on supporting documentation.

### **B. Deliverable 2:** Construction of improvements.

#### **Deliverable 2 Tasks:**

The Grantee will make renovations to improve the infrastructure at the Sanders Beach project location, as described in the Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities, as revised in Resolution #FL-2023-005 Effective May 18, 2023.

- Enhance existing infrastructure at Sanders Beach:
  - Install floating accessible kayak launch to the existing dock.
  - Reconfigure and expand the existing parking lot to include a concrete ramp that will allow handicap access from the parking lot to the east sidewalk and existing pier.
  - Install monofilament recycling bins (see <https://mrrp.myfwc.com/> for further guidance).
  - Install informational (e.g., navigational) and educational kiosks.
  - Install a new pavilion shelter that includes a picnic area.
  - Enhance lighting at the park through installation of new poles and lights in accordance with applicable sea turtle lighting best practices.
  - Update the existing restrooms through the application of a resinous/epoxy flooring and provide funding for two new water closets.
  - Install benches and trash cans.

**Compensation:** Total payment for this deliverable will not exceed \$1,148,210.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 – Performance.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

### **3. FINANCIAL CONSEQUENCES**

- A.** Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B.** In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a

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Commission employee verifying that the project was completed according to the project scope of work.

- C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site(s) according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

### 4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.
- B. **Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's Grant Manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's Grant Manager, to retain in their own records.
- C. **Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final. Any lighting associated with this project will be implemented in accordance with applicable sea turtle lighting best practices (refer to <https://myfwc.com/wildlifehabitats/wildlife/sea-turtle/lighting/>).
- D. **Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

All in-water work must adhere to the guidelines and conditions within the NMFS's Sea Turtle and Smalltooth Sawfish Construction Conditions (2006), NMFS's Measures for Reducing Entrapment Risk to Protected Species (2012), NMFS's Vessel Strike Avoidance Measures and Reporting for Mariners (2008), and USFWS Standard Manatee Conditions for In-water Work (2011). These measures will minimize the potential for adverse effects to the West Indian Manatee, Gulf sturgeon, and sea turtles.

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Best Management Practices for erosion control are to be implemented at all times during upland construction to prevent siltation and turbid discharges into surface waters. Methods could include, but not limited to, staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and installation of turbidity screens around the immediate project site(s).

- E. Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. Certificate of Completion:** Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's Grant Manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.
- H. Project Close-out Report:** In addition to the Certificate of Completion, and before/after photos from fixed points for comparison, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photocopy of the check must accompany the Close-Out Report, Form 6.
- I. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site(s) as a kayak fishing and paddling trail for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site(s) shall remain a public kayak fishing and paddling trail for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e., lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a kayak fishing and paddling trail for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

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The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site(s) as a kayak fishing and paddling trail according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource, or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes, or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

**J. Acknowledgement:** Upon completion of the Project, and prior to the final reimbursement of funds, the Grantee, at its expense, shall purchase, erect, and maintain a permanent sign at each of the Project sites, not less than three (3) feet by four (4) feet in size, displaying the text “**Funding for this project provided by the Florida Trustee Implementation Group as part of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment process**”, and including the logos of the six Florida NRDA trustees. The Grantee shall provide a draft copy of the acknowledgement sign for review and approval by the Commission prior to production. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. Any other form of acknowledgement must be approved in writing by the Commission’s Grant Manager.

**K. Educational Signs:** The Grantee shall purchase, erect, and maintain an educational sign at each of the project sites to remind visitors of the potential presence of marine mammals and measures to protect these species while boating and fishing. Specifications regarding educational signage may be found on the Commission’s Website at <https://myfwc.com/wildlifehabitats/wildlife/manatee/education-for-marinas/>.

In addition, the Grantee shall reproduce and post at the Sanders Beach project site the following NOAA outreach signs: ‘Dolphin Friendly Fishing Tips’ sign, and ‘Don’t Feed Wild Dolphin’ sign. Furthermore, at the Sanders Beach site the Grantee shall reproduce and post the following NOAA outreach signs: ‘Report a Sturgeon’ sign, and ‘Do Not Catch or Harass Sea Turtles’ sign. The NOAA signs can be found at <https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>.

The Grantee shall also develop, erect, and maintain informational (e.g., navigational) and educational kiosks as described in the Florida Trustee Implementation Group Final Restoration Plan 2.

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The Grantee shall adhere to any additional signage requirements as specified in any federal, state, county, or city permits.

The Grantee shall provide draft copies of all educational signs/information for review and approval by the Commission prior to production.

### 5. BUDGET

- A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$1,291,210. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's Grant Manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable Number	Cost Item	Grant Funding Not To Exceed
1	Planning and Design	\$143,000
2	Construction	\$1,148,210
	<b>Total</b>	<b>\$1,291,210</b>

- B. Cost Share:** There are no cost share requirements for the Grantee under the terms of this Agreement.
- C. Pre-Award Costs:** No pre-award costs are authorized under the terms of this Agreement.

### 6. COMPENSATION AND PAYMENT

- A. Fee Schedule:** This section is not applicable.
- B. Travel Expenses:** No travel expenses are authorized under the terms of this Agreement.
- C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$1,291,210. The Commission agrees to reimburse the Grantee for an amount not to exceed \$1,291,210 or 100% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.
- D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final**

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payment shall be contingent upon the Commission's Grant Manager receiving and accepting the:

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's Grant Manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's Grant Manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

## 7. MONITORING SCHEDULE

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

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- B. Site Inspections:** The Commission may inspect the Project site(s) prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's Grant Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Grant Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site(s) to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

- C. Project Maintenance:** The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site(s), including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.
- D. Monthly Project Updates:** Starting the first month after the date the Agreement is executed, the Grantee shall submit to the Commission monthly project updates, on or before the last business day of each month. These updates shall only include activities associated with the project funding, and may be submitted to the Commission by email. The monthly updates will contain the following information for each project site(s):

Current month:

- Activities that were completed;
- Activities that are ongoing;
- Activities that were started.

Upcoming Month:

- Activities that will be completed;
- Activities that will be ongoing;
- Activities that will start.

- E. Quarterly Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress reports are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's Grant Manager according to the following schedule:

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### **Reporting Period**

January through March

April through June

July through September

October through December

### **Report due by:**

April 15<sup>th</sup>

July 15<sup>th</sup>

October 15<sup>th</sup>

January 15<sup>th</sup>

## **8. INTELLECTUAL PROPERTY RIGHTS**

No additional requirements. Refer to Section 12 of the Agreement.

## **9. SUBCONTRACTS**

Subcontractors shall be reported to the Commission's Grant Manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's Grant Manager. Refer to Section 14 of the Agreement.

## **10. INSURANCE**

No additional requirements. Refer to Section 16 of the Agreement.

## **11. SECURITY AND CONFIDENTIALITY**

No additional requirements. Refer to Section 20 of the Agreement.

## **12. RECORD KEEPING REQUIREMENTS**

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant Manager. Refer to Section 21 of the Agreement.

## **13. NON-EXPENDABLE PROPERTY**

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

## **14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY**

Refer to Section I, Site Dedication, above in Section 4, Performance.

## **15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS**

- A. Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or

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diverted to any non-boating access related purpose. This section survives any Agreement termination.

- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

## REVISED AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

### MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” and Section 215.97, F.S., as revised (see “AUDITS” below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

### AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Subrecipient expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and 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 Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, 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.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., 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 Subrecipient's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:  
<https://apps.fldfs.com/fsaa/>.
- E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

### **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
1. The Commission at the following address:  
  
**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):  
  
**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**
  3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.
- B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

- C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:

1. The Commission at the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

***- End of Attachment -***

**Exhibit 1**  
**REVISED FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
	Total Federal Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	Total Matching Funds Associated with Federal Programs	

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project(s)</b>		
<b>CSFA #</b>	<b>CSFA Title</b>	<b>Amount</b>
77.048	Deepwater Horizon Oil Spill / Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities	\$1,291,210

State Project(s)		
	Total State Awards	\$1,291,210

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

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
77.048	Project must comply with the Deepwater Horizon Oil Spill / Florida Trustee Implementation Group's Final Restoration Plan 2 and Environmental Assessment: Habitat Projects on Federally Managed Lands; Sea Turtles; Marine Mammals; Birds; and Provide and Enhance Recreational Opportunities

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

**- End of EXHIBIT 1 -**