

RESOLUTION NO. 02-12-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A MODIFICATION AGREEMENT WITH REGARDS TO THE CONTRACT NUMBERED **01-DR-16-11-54-02-002** BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS AND THE CITY OF MARATHON; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF SAID MODIFICATION; AUTHORIZING THE MAYOR TO EXECUTE SAID MODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Marathon desires to enter into a Modification Agreement with regards to the Contract Number 01-DR-16-11-54-02-002 entered into between the State of Florida, Department of Community Affairs (the "Department"), and the City of Marathon (the "Recipient"), signed on January 17, 2001, by the Department; and

WHEREAS, the Modification incorporates specific changes to Attachment A, Scope of Work, Section 3 d) and e), Page 2 of 5; and changes to Schedule of Deliverables, Wastewater System Request for Proposals (RFP) d and e., Page 5 of 5; and

WHEREAS, a copy of said Modification, as well as a copy of Contract Number 01-DR-16-11-54-02-002, are hereby attached as Exhibit "A".

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Said Modification attached as Exhibit "A", is hereby approved. The City Manager and the City Attorney are authorized to finalize the terms and conditions of said

Modification, if necessary, and the Mayor is authorized to execute the Modification on behalf of the City.

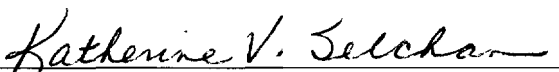
Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of December, 2001.



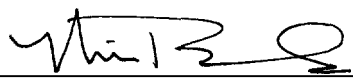
ROBERT MILLER, MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

#4661



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Helping Floridians create safe, vibrant, sustainable communities"

JEBBUSH
Governor

STEVEN M. SEIBERT
Secretary

December 13, 2001

Mr. Craig Wrathell
City Manager
City of Marathon
11090 Overseas Highway
Marathon, Florida 33050

DEC 27 2001

Re: Contract Number 01-DR-16-11-54-02-002

Dear Mr. Wrathell:

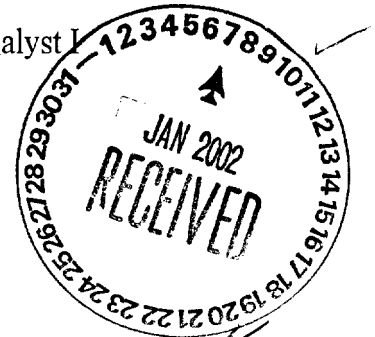
Enclosed is an original executed modification to the above-referenced contract between the Department of Community Affairs and the City of Marathon.

If you have any questions, please contact Ann Lazar at (850) 410-1564 or facsimile number (850) 488-3309.

Sincerely,

Beth Frost
Senior Management Analyst

Enclosures



2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781
Internet address: <http://www.dca.state.fl.us>

FLORIDA KEYS
Area of Critical State Concern Field Office
2796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

GREEN SWAMP
Area of Critical State Concern Field Office
205 East Main Street, Suite 104
Bartow, Florida 33830-4641

*Katey Salchan
City Clerk
City of Marathon*

MODIFICATION

That Contract numbered 01-DR-16-11-54-02-002 entered into between the State of Florida, Department of Community Affairs (the "Department"), and the City of Marathon (the "Recipient"), signed on January 17, 2001, by the Department is hereby modified as follows:

Attachment A, Scope of Work, the specific items are modified to the following:

Wastewater System Request for Proposals

- 3. d) A list of potential respondents to the RFP shall be prepared prior to issuance of the RFP. Upon receipt of this list the Department shall pay the Recipient \$10,000.
- e) The RFP shall be sent to the potential respondents no later than 60 days after approval of the RFP by the Department.

Schedule of Deliverables

Deliverable	Due date	Payment
Wastewater System Request for Proposal (RFP)		
d. Potential list of respondents provided	By 12/14/01	\$ 10,000
e. RFP sent out to potential respondents	60 Days after RFP approved	\$ 0

IN WITNESS WHEREOF, the parties have caused this Modification to be executed by their duly authorized representative.

CITY OF MARATHON

CITY COUNCIL

By:  _____

Printed Name: Robert K. Miller

Title: Mayor

Date: December 7, 2001

STATE OF FLORIDA,
DEPARTMENT
OF COMMUNITY AFFAIRS

By:  _____

Cari L. Roth

Acting Director

Date: 12/10/01

Contract Number: 01-DR-16-11-54-02-002

AGREEMENT

THIS AGREEMENT is entered into by and between the Florida Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the City of Marathon, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the **services** identified herein, and does offer to perform such services, and

B. WHEREAS, the Department has a need for such services and does hereby accept the offer of the Recipient upon the terms and conditions hereinafter set forth, and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Recipient and the Department shall be governed by applicable State and federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end December 31, 2003, unless terminated earlier in accordance with the provisions of paragraph (8) of this Agreement.

(4) MODIFICATION OF CONTRACT: REPAYMENTS

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL **32399-2100**

In accordance with s. **215.34(2)**, Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (**5%**) of the face amount of the check or draft

(5) RECORD KEEPING

(a) All original records pertinent to this Agreement shall be retained by the Recipient **for** three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for three yeats after final disposition.
3. Records relating to real property acquisition shall be retained for three years after closing of title.

(b) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work and Schedule of Deliverables - Attachment A - and all other applicable laws and regulations.

(c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement.

(7) LIABILITY.

Any Recipient who is a state agency or subdivision, as defined in Section 768.28. Fla. Stat., agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(8) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and

Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, **observe** or perform any of the terms or **covenants** contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Scope of Work and Schedule of Deliverables attached hereto as Attachment A.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at **law** or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. **Withhold** or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The Recipient shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) **Notwithstanding** the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(9) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:
Mike **McDaniel**
Growth Management Administrator
Room 300D
2555 Shumard ~~Oak~~ Boulevard
Tallahassee, Florida 32399
(850) 487-4545

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Craig **Wrathell**
City Manager
City of Marathon
11090 Overseas Highway
Marathon, Florida 33050
(305) 743-9604

(d) In the event that different representatives or addresses are designated by either party **after** execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in ~~(9)~~**(a)** above.

(10) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in

any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or the discriminatory vendor list.

(11) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m.. local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) In the event that the Recipient expends a total amount of State awards (i.e., State financial assistance provided to recipient to carry out a State project) from all state sources equal to or in excess of \$300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 216.3491, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600. Rules of the Auditor General.

In determining the State awards expended in its fiscal year, the Recipient shall consider all sources of State awards, including State funds received from the Department, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from

consideration. The funding for this Agreement was received by the Department as a Grant and Aid appropriation

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. The complete financial audit report, including all items specified in (1)(d) 1 and 2 above, shall be sent directly to:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

State of Florida Auditor General
Attn: Ted J Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. In connection with the audit requirements addressed in (d) above, the Recipient shall ensure that the audit complies with the requirements of Section 216.3491(7), Florida Statutes. This includes submission of a reporting package as defined by Section 216.3491(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

6. If the Recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 216.3491, Florida Statutes, is not required. In the event that the Recipient expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 216.3491, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

(e) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(f) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

(g) The Recipient shall have all audits completed in accordance with 216.3491, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(h) The audit is due seven (7) months after the end of the fiscal year of Recipient or by the date the audit report is issued by the state Auditor General, whichever is later.

(i) An audit performed by the State Auditor General shall be deemed to satisfy the above audit requirements.

(12) SUBCONTRACTS.

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(13) TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

(14) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Attachment A, Scope of Work and Schedule of Deliverables.

(15) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Department agrees to pay a fixed fee of up to \$269,288. Payment will be made in accordance with the provisions of Attachment A, Scope of Work and Schedule of Deliverables. An invoice shall be submitted with each deliverable which is in detail sufficient for a proper preaudit and postaudit thereof.

(16) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial agreement or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost

may change as determined in the invitation to bid, request for proposals, or pertinent statutes or regulations.

(c) All bills for fees or other compensation for **services** or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with s. 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat. and made or received by the Recipient in conjunction with this Agreement.

(f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be **returned** to the Department or be applied against the Department's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(17) STATE LOBBYING PROHIBITION.

No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(18) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

CITY OF MARATHON. CITY COUNCIL

BY [Signature]

Bob Miller, Mayor

Date: 12/12/00

Approved as to form and legality:

[Signature]

ATTEST:



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: [Signature]

J. Thomas Beck, Division Director of Community Planning

Approved as to form and legality:

ate: 1-17-01

ATTACHMENT A

Scope of Work

Wastewater **System** Request for Proposals

1. The Recipient shall develop a **design/build/operate** Request for Proposals (RFP) for a centralized wastewater management system to serve the entire City of Marathon. The wastewater management system desired shall incorporate the **facilities** being provided for the Little Venice neighborhood under EPA Grant C12060204. The RFP shall establish a two step process for establishing the order of preference for contract award. Respondents' qualifications, technical concepts (including those for reuse of reclaimed water) for the proposed project, bonding and insurance shall be evaluated in the first step. The second step shall be the evaluation of proposals for maximum costs for the **design/build** work and for the operation of the system over a specific period (**e.g.**, 20 years). The procedures for responding to the **RFP** and for evaluating the responses shall be specified. The preliminary budget for project shall be identified. Sufficient engineering work shall be reflected in the RFP to enable the identification of project technology to be considered and the identification of the sites necessary for location of major transmission and treatment facilities. Issues of the availability and suitability (location, environmental soundness, public participation, zoning, access, subsurface conditions) of project sites, including those involving private property, for construction, operation, and maintenance for the useful life of the facilities shall be resolved. **The** Recipient's sewer use **ordinance(s)** governing wastewater management services and requiring mandatory hookup or connection of all on-site treatment and disposal systems and all other sewage treatment facilities to the centralized wastewater management system shall be explained in **the** RFP. The negotiation and contract award procedures shall be described. The contemplated **design/build** and operating contracts to be awarded shall be part of the RFP.
2. The Recipient shall submit, or cause to have submitted to the Department, the deliverables as outlined under 3 below. The Department shall have thirty (30) days to review and accept reports or return the report to the City for correction.
3. The Department shall pay a total amount not to exceed \$132,000 in accordance with schedule of deliverables and disbursements as specified below:
 - a) The Recipient shall submit, by no later than six weeks after contract award by the Department, a draft **RFP**. Upon approval of the **draft**, the Department shall pay the Recipient \$22,000.
 - b) The Recipient shall submit a progress and status report that certifies and outlines that 50% completion, with graphic and text, of the task by no later than four months **after** the contract **award** by the **Department**. Upon approval of the report, the Department shall pay the Recipient \$42,000.
 - c) Ten copies of the final version of the RFP shall be submitted to the Department no later than seven months after contract award by the Department. Upon approval, the Department shall pay the Recipient \$58,000.

- d) A list of potential respondents to the RFP shall be prepared prior to issuance of the RFP
- e) The RFP shall be sent to the potential respondents no later than 60 days after approval of the RFP by the Department. Upon completion of the distribution, the Department shall pay the Recipient \$10,000.

Water Reuse Study

1. The Recipient shall prepare a Reclaimed Water Reuse Study in conjunction with the Request for Proposals for the Wastewater System for the City of Marathon. The Study shall identify at least three different viable reuse options having varying reuse capacities. The study area shall be the entire City of Marathon. Except for the basic treatment plant and its operation, all capital costs (including incremental treatment and storage costs associated with reuse) as well as operation and maintenance costs shall be identified for each options. Reuse locations and application rates (and quantities) shall be identified and shall be consist with local soil and vegetation uptake limitations (nutrient and water balances shall be performed). Evidence of property owner agreements to accept the reclaimed water proposed under each option shall be provided. **Information** developed in the Study shall be included in the RFP.
2. The Recipient shall submit, or cause to have submitted to the Department, the deliverables as outlined below to the Department. The Department shall have thirty (30) days to review and accept reports or return the report to the City for correction.
 - a) The Recipient shall submit, no later than four weeks **after** the Department's contract award, a Scope of Work for services to be performed.
 - b) The Recipient shall submit ten copies of the final Reclaimed Water Reuse Study no later than five months after the Department's contract award. The Department shall pay the Recipient \$40,000 to complete the Reclaimed Water Reuse Study. Once the study is approved by the Department the payment will be made to the Recipient.

Financial Plan Model

1. The Recipient shall prepare a Financial Plan Model addressing rates, hookup fees, and all other charges for providing wastewater management services within the Marathon service area in conjunction with the Request for Proposals (RFP) for the Wastewater System for the City of Marathon. Information on customer base, location, and level of service shall be presented in the RFP. The distribution of grants, including sources of funding and disbursement of those funds, under any existing program for which appropriations or other funding is available at the time that the final report is due shall be addressed in the Model. This work shall be undertaken before the maximum costs for providing such services are identified via the RFP process. Therefore, the Model shall be developed such that actual project costs (capital and annual **operation/maintenance**) and reductions thereto resulting from grant-in-aid can be input as variables. Other variables include the capital (including financing), operation, and maintenance costs for the Little Venice facilities to be built under EPA Grant C1206020 and analogous costs for the greater Marathon facilities for which the RFP is being prepared. The Model shall identify incremental costs to be incurred for the Little Venice neighborhood resulting from consolidation of the project to be built under EPA Grant C1206020 with the greater Marathon facilities contemplated by the **design/build/operate** RFP.
2. The Recipient shall submit, or cause to have submitted to the Department, the deliverables as outlined below. The Department shall pay a total amount not to exceed \$42,000 in accordance with the schedule and disbursements as specified below. The Department shall have thirty (30) days to review and accept reports or return the report to the City for correction.
 - a) The Recipient shall submit, no later than four weeks after the Department's contract award, a Scope of Work for services to be performed. Upon approval of the Scope of Work, the Department shall pay the Recipient \$12,000.
 - b) The Recipient shall submit a progress and status report that certifies and outlines that 50% completion, with graphics and text, of the task by no later than two and one half months after the contract **award** by the Department. Upon approval of the report, the Department shall pay the Recipient \$10,000.
 - c) The Recipient shall submit ten copies of the final report on the Financial Plan Model no later than five months after the Department's contract award. The Department shall pay the Recipient \$20,000 to complete the Financial Plan Model.

Little Venice Supplemental Cesspit Abandonment Funds

1. The Recipient shall use the Financial Plan Model results to allocate subsidies associated with cesspit abandonment in the Little Venice neighborhood. The schedule (distribution plan) for such subsidies is subject to approval by the Department.
2. The Department shall pay to the Recipient \$55,288 as specified below:
 - a) The Recipient shall submit, no later than five months after the Department's contract award, a report identifying a draft schedule outlining the costs per resident and the distribution to such residents of all supplemental funds, including those to be made available under this agreement, to be based upon income level or residential property value. The residential costs shall be identified for the Little Venice neighborhood.
 - b) If the Department approves the schedule and its estimated costs, the Department shall disburse to the Recipient the sum of \$55,288 to be deposited by the Recipient into an escrow account with the Florida Keys Aqueduct Authority as escrow agent. The Department and the Recipient shall enter into an escrow agreement with the escrow agent which provides that said funds and investment earnings thereon shall only be used for the crediting of Little Venice neighborhood residential accounts for hookup or connection charges at such time as hookup fees or connection charges are to be collected for centralized wastewater system service. The payment will be made no later than November 15, 2001. All such funds and investment earnings shall be returned to the Department if centralized wastewater system service is not available to the Little Venice neighborhood by July 12, 2003.
 - c) The Recipient shall submit to the Department five copies of a semiannual progress report for each year during which any funds available under this agreement have not been credited to the hookup or connection charge accounts of the Little Venice neighborhood residents. Reports shall be due on November 30 and May 31 of each year beginning on November 30, 2001, and ending on December 31, 2003.

Schedule of Deliverables

Deliverable	Due date	Payment
Wastewater System Request for Proposals (RFP)		
a. Draft RFP	Six weeks after contract award	\$22,000
b. Progress Report	Four months after contract award	\$42,000
c. Final RFP	Seven months after contract awarded	\$58,000
d and e. RFP sent to potential respondents	Sixty days after the RFP is approved	\$ 10,000
Water Reuse Study		
a. Scope of Work	Four weeks after contract awarded	\$ 0
b. Final Water Reuse Study	Five months after contract awarded	\$ 40,000
Financial Plan Model		
a. Scope of Work	Four weeks after contract award	\$ 12,000
b. Progress report	Two and one half months after contract award	\$ 10,000
c. Final Financial Plan Model	Five months after contract awarded	\$20,000
Little Venice Supplemental Cesspit Abandonment Funds	Five months after contract awarded	\$ 55,288

Total \$269,288



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

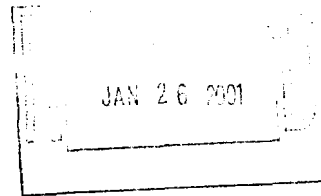
"Helping Floridians create safe, vibrant, sustainable communities"

JEB BUSH
Governor

STEVEN M. SEIBERT
Secretary

January 22, 2001

Mr. Craig Wrathell
City Manager
City of Marathon
11090 Overseas Highway
Marathon, Florida 33050



Re: Contract Number 01-DR-16-11-54-02-002

Dear Mr. Wrathell:

Enclosed is an original executed contract between the Department of Community Affairs and the City of Marathon which covers the funding you will receive during the current fiscal year.

Please note that this contract expires on December 31, 2003. **All** work products specified in this contract must be received by the Department of Community Affairs by the dates established in Attachment A, Scope of Work for **release** of the **funds** under this contract. It is very important that these items be received by the designated dates.

If you intend to subcontract the work authorized by this program, please note Section 12 on page 10 of this contract. Your contract with the subcontractor must bind the subcontractor by the terms and conditions of this contract with the Department and must hold the Department and the grant recipient harmless against all claims arising out of the subcontractor's performance. Additionally, you must send the Department a copy of the executed subcontract before any work products under this contract are submitted to the Department.

2555 SHUMARD OAK BOULEVARD ■ TALLAHASSEE, FLORIDA 32399-2100
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781
Internet address: <http://www.dca.state.fl.us>

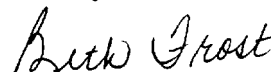
FLORIDA KEYS
Area of Critical State Concern Field Office
2796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

GREEN SWAMP
Area of Critical State Concern Field Office
205 tall Main Street, Suite 104
Barrow, Florida 33830-4641

Mr. Craig Wrathell
January 22, 2001
Page Two

If you have any questions, please contact Ann ~~Lazar~~ at (850) 410-1564 or facsimile number (850) 488-3309.

Sincerely,

A handwritten signature in cursive script that reads "Beth Frost".

Beth Frost
Senior Management Analyst I

Enclosures