

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2007-81**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AGREEMENT NO. LE641 FOR CVA 07-484 WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN VESSEL ACT GRANT PROGRAM AND AUTHORIZING ACCEPTANCE OF \$95,364 IN GRANT FUNDING FOR THE PURCHASE OF A NEW PUMP OUT BOAT FOR THE CITY AND THE REFURBISHMENT OF A CURRENT CITY PUMPOUT BOAT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE**

**WHEREAS**, the CITY intends to purchase a new pump out vessel and refurbish an existing pump out vessel; and

**WHEREAS**, the CITY submitted a Clean Vessel Act grant application and the Department of Environmental Protection awarded the City of Marathon \$95,364; and

**WHEREAS**, the CITY has determined that it is in the best interest of the City to enter into Agreement No. LE641 for CVA 07-484 with the Department of Environmental Protection Clean Vessel Act Grant Program to set forth the terms and conditions of the grant funding.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:**

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

**Section 2.** The Council hereby approves Agreement No. LE641 for CVA 07-484 between the City and the Florida Department of Environmental Clean Vessel Act Grant Program that is attached as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager or his designee and approved as to form and legality by the City Attorney.

**Section 3.** The City Manager or his designee is authorized to execute the agreement on behalf of the City.

**Section 4.** This resolution shall take effect immediately upon its adoption.


**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 12th day of June, 2007.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Christopher M. Bull, Mayor

AYES: Cinque, Tempest, Vasil, Worthington, Bull  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLEAN VESSEL ACT GRANT PROGRAM**

**DEP Agreement No: LE641  
For CVA 07-484**

**PROJECT AGREEMENT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department" or "DEP") and CITY OF MARATHON, whose address is Boot Key Harbor City Marina, 800 35<sup>th</sup> Street Ocean, Marathon, Florida 33050 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to conduct a project approved under the Clean Vessel Act Grant Program (CFDA 15.616).

WHEREAS, the Department is the recipient of federal financial assistance from the U.S. Fish and Wildlife Service; and,

WHEREAS, as the result of this Agreement the Grantee has been determined to be a subrecipient of federal financial assistance from the U.S. Fish and Wildlife Service.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Agreement shall be performed in accordance with Public Law 102-587, the Clean Vessel Act of 1992, and the Federal Clean Vessel Act Grant Program Guidelines (50 CFR Parts 80 and 85) which are hereby incorporated by reference as if fully set forth herein.
2. The Grantee agrees to conduct the project known as Florida Clean Vessel Act Program, in accordance with the terms and conditions set forth in this Agreement, the Scope of Work as provided in Attachment A, and all exhibits and attachments referenced herein and made a part hereof.
3. By executing this Agreement, the Department certifies that a site visit has been conducted to verify and document that the project activities and location of the work described in Attachment A meet the categorical exclusion criteria under the National Environmental Policy Act (NEPA) and that activities conducted as a result of this Agreement will have no impact on any species listed in the NEPA criteria. The Department will maintain the site visit documentation in its files in Tallahassee in accordance with the conditions of the Department's source grant agreement with the U.S. Fish and Wildlife Service.
4. The Grantee agrees to complete the project on or before November 10, 2008. This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of five (5) years from the date of project completion. The Grantee must make project facilities available to the boating public for a minimum of five (5) years after the completion date of the project established above. In the event of a change in ownership, the Grantee is required to notify the Department in writing of such change no later than ten days after the change in ownership occurs, and the Grantee is required to notify the new owner of this Agreement, the obligation to continue maintenance and operations as well as reporting for the remaining life of this Agreement prior to the change. The "Bill of Sale" or other official document transferring ownership shall include these grant requirements. Any change in ownership will require an amendment to this Agreement. Should the new owner refuse to assume the obligations as set forth in this Agreement, the original Grantee shall reimburse the Department for the value of the equipment as specified in 43 CFR, Part 12.72. This Agreement may be amended to provide for additional services if additional funding is made available by the U.S. Fish and Wildlife Service and/or the Legislature.
5. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed **\$95,364.00** toward all eligible costs associated with the project as described in **Attachment A, Scope of Work**.

- B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B, Grant Payment/Match Request Form** and an invoice. The request for payment shall include an invoice on the Grantee's letterhead, clearly marked as invoice. The Grantee shall maintain an itemized listing (by category) of all expenditures claimed, including the dates of service, on Grantee invoices submitted to the Department. Receipts and cancelled checks clearly reflecting the dates of service and back-up documentation, including any subcontractor invoices if applicable, shall be submitted to the Department, along with Grantee invoices for auditing purposes. Invoices for the deliverables described in **Attachment A** must explicitly reference the deliverables and the grant award amounts associated with each deliverable. Partial payments of project costs are allowed under this Agreement. The Grantee shall submit a final invoice to the Department no later than November 24, 2008, to assure the availability of funds for final payment. No travel expenses are authorized under the terms of this Agreement.
- C. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits) if applicable. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide> and allowable costs for Federal Programs can be found under 48 CFR Part 31 at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87, A-122, A-21, as appropriate, at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- D. The Grantee shall obtain at least three written quotes for the purchase of goods or services costing more than \$2,500 and submit said quotes to the Department for review and approval prior to the commencement of any work under this Agreement. Written quotes shall be for items that are alike in function, operation and purpose. An explanation will be required whenever the Grantee elects to use the vendor quoting other than the lowest price. The Department has the right to reject all quotes and require additional documentation supporting the projected project costs. The Department shall make no reimbursement from grant funds until this documentation has been provided and approved. Any grant over \$100,000 shall comply with the procurement requirements described in 43 CFR 12.76.
- E. The parties hereto understand and agree that this Agreement requires a cost sharing or match in the form of cash or third party in-kind, on the part of the Grantee. The match expended by the Grantee shall be at least 25% of the total amount actually expended on the project. All cost sharing/match shall meet the federal requirements established in 48 CFR, Part 31 and OMB Circulars A-87, A-122 and A-21, as appropriate.
- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

<b>Organization Type</b>	<b>Applicable Cost Principles</b>
State, local or Indian tribal government.	OMB Circular A-87
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

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

7. The Grantee shall record and maintain pumpout information to be submitted to the Department on a quarterly basis on a form provided by the Department. This form can be accessed online at <http://www.dep.state.fl.us/law/Grants/CVA/pumpouts.htm>. Quarterly forms shall be submitted to the Department's Grant Manager no later than 15 days following the last day of the reporting quarter beginning with the quarter during which the completion of the construction or installation of equipment occurred. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.
8. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
9.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
  - C. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.
  - D. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
10. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
  - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
  - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - C. Wholly or partly suspend or terminate this Agreement.
  - D. Withhold further awards for the project or program.
  - E. Take other remedies that may be legally available.
  - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
    1. The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
    2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

- G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.
11. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, the U.S. Fish and Wildlife Service, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five years following final disposition.
12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment C (Special Audit Requirements)**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment C** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment, which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment C, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- <https://apps.fldfs.com/fsaa>
- The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
13. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities maybe obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- C. This Agreement is neither intended nor shall it be construed to grant any rights, privileges, or interest in any third party without the mutual written agreement of the parties hereto.

D. This Agreement is an exclusive grant and may not be assigned in whole without the written approval of the Department.

14. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
15. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
16. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Brenda Leonard	
Florida Department of Environmental Protection	
Division of Law Enforcement, MS665	
3900 Commonwealth Boulevard	
Tallahassee, Florida 32399-3000	
Telephone No.:	850-245-2847
Fax No.:	850-245-2859
E-mail Address:	Brenda.Leonard@dep.state.fl.us

17. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below. The Department must be notified in writing of any change in this information within ten days.

Curtis Tookes	
City of Marathon	
Boot Key Harbor City Marina	
800 35 <sup>th</sup> Street Ocean	
Marathon, Florida 33050	
Telephone No.:	305-289-5001
Fax No.:	305-289-8876

18. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
19. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment D**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
  - A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
  - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with grant funds and held in his possession for use in a contractual arrangement with the Department.
21. A. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timelines within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, or a change in ownership shall require formal amendment to this Agreement, and not be eligible for processing through the change order procedures described above.
- B. The project completion date may be extended by change order issued by the Department, subject to the same terms and conditions and the availability of funding. Request for extension of time in which to complete this project shall be in writing and shall be requested at least sixty (60) days prior to the completion date as described in paragraph 4 above.
22. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
23. In accordance with Executive Order 12549, Debarment and Suspension (**43 CFR 12.75**), the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the U.S. Fish and Wildlife Service to the Department. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
24. The U.S. Fish and Wildlife Service and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
  - B. Any rights of copyright to which a Grantee, subgrantee or a contractor purchases ownership with grant support.
25. Land acquisition is not authorized under the terms of this Agreement.
26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.



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

CITY OF MARATHON

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Michael H. Puto  
Signature of Person Authorized to Sign

By: [Signature]  
Director, Division of Law Enforcement or designee

MICHAEL H. PUTO  
Print Name and Title of Authorized Person  
CITY MANAGER

Date: 6-28-07

Date: 6/19/07

FEID No. 65-0984873

Brenda Leonard  
Brenda Leonard, DEP Grant Manager

S. Debbie Skelton  
DEP Contracts Administrator

Approved as to form and legality:  
[Signature]  
DEP Attorney

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Scope of Work and Conditions (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Grant Payment/Match Request Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Property Reporting Form (1 Page)</u>

ATTACHMENT A  
Clean Vessel Act Grant Program  
Scope of Work

**PURPOSE**

The purpose of the grant is to establish or restore pumpout facilities that are operational and accessible to the general boating public for the useful life of the facilities. The purpose of these conditions is to ensure compliance with 50 CFR Part 85, Subpart D - Conditions on Use/Acceptance of Funds, for the Agreement period, including the five (5) year period extending beyond the date of equipment installation or construction completion. These conditions cover pumpout facilities and equipment purchased with Clean Vessel Act Grant funds.

This is a cost reimbursement Agreement with matching requirement based on the amount actually paid by the Department to the Grantee. The Department agrees to pay the Grantee, on a cost reimbursement basis, a grant award in an amount not to exceed **\$95,364.00** and the Grantee agrees to undertake the project as described and submitted by the Grantee in the Grant Application, **CVA 07-484**, and provide a minimum 25% non-federal matching funds. The project is located at **Boot Key Harbor City Marina, 800 35<sup>th</sup> Street Ocean, Marathon, Florida 33050.**

**CONDITIONS**

**Reimbursement for Project Installation**

1. The Grantee shall obtain all required permits and approvals prior to commencement of the project. A grant award is not an indication of permitability of a project. A Permit Certification Form, supplied by the Department, shall be sent to and be on file with the Department before invoices will be processed for payment.
2. Match documentation shall be provided in accordance with instructions and on forms available from the Department. Any credit for the match by the Grantee shall be based on forms completed and documented to the satisfaction of the Department.
3. Grantee invoices will be processed by the Department in an expeditious manner upon presentation of all required documents as outlined in Paragraphs 5.B. through 5.E. of this Agreement. The Department shall have fifteen (15) days to review and approve all invoices and reports. Upon review and approval of each invoice and report, the Department will process the invoice for payment.
4. The final invoice shall be accompanied by a completed and signed project completion form to be provided by the Department, an operational plan as described in Condition 1 of the Operations section of this Attachment, a description of the operational log required under Condition 8 of the Operations section of this Attachment, and photographs of the completed project.

**Operations**

1. The pumpout facility or dump stations will conduct its operations under an operational plan of the Grantee that specifies hours of operation, maintenance principles, methods in determining volume of material pumped including the use of flow meters as may be necessary, information/educational materials on pumpout operation and assurances that the pumpout facility or dump station will be used solely for the collection of boat sewage. This plan will be submitted with the certification of project construction completion.
2. Each pumpout facility or dump station funded under this project shall be open and available to the recreational boating public. Each pumpout facility or dump station shall be operated,

maintained, and continue to be reasonably accessible to all recreational vessels for the full five year period as described and set forth in Paragraph 4 of this Agreement.

3. The Grantee will provide marine sanitation and pumpout information for boat owners and training for pumpout operators. These services may be provided through such methods as information materials, on site instruction or audio-visual methods by the marina owner/operator, equipment vendors, harbormaster or local government personnel.
4. The location of each pumpout facility or dump station will be continually identified through informational markers using the international pumpout logo on a sign of at least three feet by four feet in size. All informational markers located on the waters of the state shall be with prior approval of the Department as required by permitting procedures established by Florida Statutes and the Florida Administrative Code.
5. Informational placards stating fees, hours of operations, instructions, and operator name and telephone number shall be posted in a clearly visible location on the station housing. The placard shall have posted emergency phone numbers for reporting service problems and shall include the following statement:

**Funded in part by the U. S. Fish and Wildlife Service, Clean Vessel Act through the Florida Department of Environmental Protection, Division of Law Enforcement.**

6. Pumpout facilities will be designed and operated in accordance with state and local health regulations.
7. Pumpout or dump station services will be provided free of charge or for a fee not to exceed \$5 per vessel. Fees greater than \$5 require prior written approval by the Department of an itemized operational cost justification. Fee accounting will be provided with the annual log described below. If fees are collected, such proceeds shall be retained, accounted for, and used by the operator exclusively to defray operation and maintenance costs of the pumpout equipment and associated materials.
8. The pumpout operator shall maintain an operational log to be submitted to the Department the first day of each calendar quarter beginning with the quarter during which completion of construction or installation of equipment occurred. The log shall document use of the equipment by number of pumpout services events, gallons pumped, fees charged, and maintenance, labor, or other operational costs incurred. Volume of sewage handled must be determined as described in the approved operational plan. Costs may be estimated unless greater than \$5 fees are charged. Collections of higher fees require detailed accounting of operational costs through a method included in and approved with the operational plan.

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## DELIVERABLES

The following is a schedule of deliverables and related amounts. The specific grant award amounts for each of the deliverables associated with the pumpout project listed in the schedule below may vary; however, the maximum grant award amount is as stated on page 1 of this Attachment. The grant award amount to be provided by the Department is based on the amount recommended and approved by the Department for this specific project. The dollars expended or in-kind effort by the Grantee shall be at least 25% of the total amount actually expended on the project.

### Order of Deliverables and Amounts

<b>Deliverables</b>	<b>Detail</b>	<b>Project Amount</b>	<b>Grant Amount</b>
Permitting	State and local permits required for installation of equipment.	\$0.00	\$0.00
Construction	Labor and materials required to prepare site for equipment.	\$0.00	\$0.00
Renovation	Labor and materials necessary to restore pumpout equipment.	\$51,077.00	\$38,307.00
Equipment Purchase	Pumpout or waste receptacle equipment and associated piping to be installed.	\$76,077.00	\$57,057.00
Equipment Installation	Plumbing supplies, delivery and labor.	\$0.00	\$0.00
Operations and Maintenance	Necessary repair of equipment including parts and labor.	\$0.00	\$0.00
Information signs and brochures	Advertisements, handouts, pumpout logo, channel marker, and operational signage.	\$0.00	\$0.00
Education and instructional materials	Brochures or handout information about the Clean Vessel Act and the equipment available for public use.		
Sewage Hauling	Sewage Hauling		
	<b>Total Project Amount</b>	<b>\$127,154.00</b>	
	<b>Total Grant Award Amount</b>		<b>\$95,364.00</b>
	<b>Total Match Amount</b>	<b>\$31,790.00</b>	

ATTACHMENT B  
GRANT PAYMENT/MATCH REQUEST

City of Marathon

**Grant Number: F0921**

(GRANTEE)

LE641  
(Project Agreement No.)

CVA 07-484  
(Application No.)

DEP Division: **Law Enforcement**

DEP Program: **Clean Vessel Program**

Billing Date: \_\_\_\_\_

Billing No.: \_\_\_\_\_

Payment Requested? \_\_\_\_\_

Match Credit Requested? Yes \_\_\_ No \_\_\_

**If Department payment is being requested, an invoice on your letterhead must accompany this form.**

	<b>DEPARTMENT (75%) Payment</b>	<b>GRANTEE (25%) Match</b>
Permitting	\$ _____	\$ _____
Construction	_____	_____
Renovation	_____	_____
Equipment Purchase	_____	_____
Equipment Installation	_____	_____
Operations and Maintenance	_____	_____
Information (signs, brochures)	_____	_____
Education and Instruction	_____	_____
<b>TOTAL</b>	\$ _____	\$ _____

**Certification and Attestation:** I certify that documentation has been and will be maintained as required by the Agreement to support the amounts reported above and is available for audit upon request. I attest that all expenditures prior to this request have been made and are true and accurate and are only for the purposes as described in the Clean Vessel Act Grant Project LE641. I further attest, under the penalties of perjury, that (name of the marina or entity) \_\_\_\_\_ has complied with the provisions of the grant.

NOTARY PUBLIC: Subscribed and sworn

Before me at \_\_\_\_\_

\_\_\_\_\_  
Grantee's Project Manager/Attestor

This \_\_\_\_\_ day of \_\_\_\_\_

(Title) \_\_\_\_\_

\_\_\_\_\_  
Date

(Seal)

## ATTACHMENT C

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1. the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/> or the Governor's Office of Policy and Budget website located at <http://www.ebudget.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/Welcome/index.cfm>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.fldfs.com/> and the Auditor General's Website <http://www.state.fl.us/audgen/pages/flsaa.htm>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Fish and Wildlife Services	15.616	Clean Vessel Act Grant	\$95,364.00	14012205

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

<b>Total Award</b>				<b>\$95,364.00</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**ATTACHMENT D  
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. LE641  
(For Property With Grantee/Contractor Assigned Property Control Numbers)**

**GRANTEE/CONTRACTOR:** List non-expendable equipment/personal property\* costing \$1,000 or more purchased under the above Contract. Also list all upgrades\* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31<sup>st</sup> for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

\*Not including software. \*\*Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR: City of Marathon	Grantee's/Contractor's Project Manager: Curtis Tookes	Date:
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**BELOW FOR DEP USE ONLY**

**DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: Brenda Leonard Date: \_\_\_\_\_

**DEP FINANCE AND ACCOUNTING:** No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

**DEP PROPERTY MANAGEMENT:** No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.