

Sponsored by: Hernstadt

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2012-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S CLEAN VESSEL ACT GRANT PROGRAM FOR THE PURCHASE OF A NEW PUMPOUT VESSEL FOR THE CITY MARINA; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Department of Environmental Protection's Clean Vessel Act Grant Program is a competitive grant program administered by the Florida Department of Environmental Protection Clean Vessel Act Program ("CVA"); and

**WHEREAS**, the City of Marathon is in need of a replacement for one of the two pumpout vessels utilized for the City Marina Pumpout Program; and

**WHEREAS**, the City of Marathon continues to provide pumpout service to customers of the marina and other vessels requesting pumpouts in Boot Key Harbor; and

**WHEREAS**, grant funding would allow the pumpout program to continue to provide free or low cost pumpouts to the boating public.

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

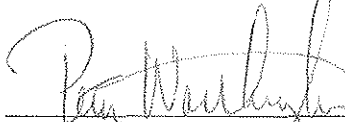
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby authorizes the submission of a grant application to the Department of Environmental Protection's Clean Vessel Act Grant Program for funding for the purchase of a new City pumpout vessel, and authorizes the appropriate City officials to execute the application on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 24<sup>th</sup> DAY OF JULY, 2012.

THE CITY OF MARATHON, FLORIDA

  
\_\_\_\_\_  
Pete Worthington, Mayor

AYES: Cinque, Keating, Ramsay, Snead, Worthington  
NOES: None  
ABSENT: None  
ABSTAIN: None

ATTEST:

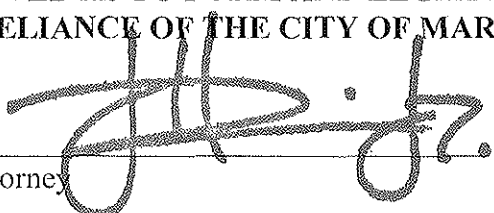
  
\_\_\_\_\_

Diane Clavier, City Clerk

(City Seal)

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

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



**PROJECT AGREEMENT  
FOR  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLEAN VESSEL ACT GRANT PROGRAM**

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 the CITY OF MARATHON dba BOOT KEY HARBOR CITY MARINA, whose address is 800 35<sup>th</sup> Street Ocean, Marathon, Florida 33050 (hereinafter referred to as the "Grantee" or "Recipient"), a governmental entity, to conduct Clean Vessel Act Grant; CVA12-656, CITY OF MARATHON dba BOOT KEY HARBOR CITY MARINA approved under the Clean Vessel Act Grant Program (CFDA 15.616)

WHEREAS, the Department is the recipient of federal financial assistance from the Department of Interior, 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, Subtitle F, 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 the Clean Vessel Act Grant; CVA12-656, City of Marathon dba Boot Key Harbor City Marina in accordance with the terms and conditions set forth in this Agreement, the Scope of Work and Conditions, provided as 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 by Department personnel 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.
  - A. 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 in order for the Grantee to comply with the reporting requirements identified in paragraph 7 of this Agreement. It is understood and agreed that the Project shall be completed no later than March 24, 2014. 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. This Agreement may be amended to provide additional services if additional funding is made available by the U.S. Fish and Wildlife Service and/or the Legislature.
  - B. 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 (10) 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,

operations and reporting for the remaining life of this Agreement. 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 purchased under this Agreement as specified in 43 CFR, Part 12.72.

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 up to a maximum of \$58,208.27 towards the Total Project Cost as described in **Attachment A, Scope of Work and Conditions**. 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 Florida Legislature.
- B. Prior written approval from the Department's Grant Manager shall be required for changes between approved task amounts that do not exceed 10% of the Total Project Budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of the deliverables identified in **Attachment A**, in accordance with the schedule therein. No travel expenses are authorized under the terms of this Agreement.
  - i. Reimbursement shall be requested utilizing **Attachment B, Grant Payment/Match Request Form**. In conjunction with Attachment B, an itemized listing (by deliverable) of all expenditures claimed (including the dates of service).
  - ii. The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
  - iii. The Grantee shall submit a final invoice to the Department no later than April 8, 2014, to assure the availability of funds for final payment. 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 the Operations section of Attachment A of this Agreement, a copy of the operational log required under the Operations section of Attachment A, a photograph of the completed pumpout installation as well as a photograph of the pumpout logo sign and informational sign.
  - iv. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.) Upon approval and payment of the final invoice, any funds remaining under this Agreement will be unencumbered.
- D. For the purchase of goods or services costing more than \$2,500 and less than \$100,000 the Grantee shall obtain at least two written quotes. The quotes must be submitted to the Department for review and approval of the quote amount 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 must be provided whenever the Grantee proposes the use of a vendor quoting other than the lowest price. The Department has the right to reject all quotes and require additional documentation supporting the anticipated Project costs. The Department shall make no reimbursement from grant funds until this documentation has been provided and approved. Any

purchase 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 43 CFR, Part 12 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220).
- F. 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. 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 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- G. 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.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
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 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization including 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.
Hospital	45 CFR Subtitle A - Appendix E to Part 74- Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

- H. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
- I.
  - i. The Grantee's accounting systems must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
    - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
  - J. The federal funds awarded under this Agreement must comply with *The Federal Funding Accountability and Transparency Act (FFATA) of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.
- 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.
  - A. The Grantee shall submit progress reports, on the form provided as **Attachment D, Progress Report Form**, on a quarterly basis until the Project completion date identified in paragraph 4.A. Progress reports shall describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. 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. Reports shall be submitted to the Department's Grant Manager no later than fifteen (15) days following the completion of the quarterly reporting period. The Department's Grant Manager shall have thirty (30) calendar days to review deliverables submitted by the Grantee.
  - B. The Grantee shall submit the following information to the Department on a quarterly basis: the gallons pumped, fees collected, vessels pumped, number of out of state vessels, and maintenance costs. This information shall be submitted to the Department on the form provided at: [http://www.dep.state.fl.us/cleanmarina/CVA/quarterly\\_pumpout.htm](http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm) for a period of five (5) years following the Project completion date identified in paragraph 4.A. This form shall be submitted no later than fifteen (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.
- 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. 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)(a), Florida Statutes.
  - D. This Agreement may be terminated by the Department if written confirmation is received from the Grantee that the pumpout vessel or the pumpout equipment has been destroyed by an act of nature.
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.
    - i. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
    - ii. 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 (5) 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 E (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. 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 E, 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.
  - C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
13. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. 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 may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
  - C. The Grantee agrees to follow the affirmative steps identified in 43 C.F.R. 12 for its selection of subcontractors and retain records documenting compliance.



- D. 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.
  - E. This Agreement is an exclusive grant and may not be assigned in whole without the written approval of the Department.
14. A. 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.
- B. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients certify accordingly.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
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, but is not limited to, 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. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or delivered in person to the Grant Managers at the addresses below.
17. 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	
Office of Sustainable Initiatives	
3900 Commonwealth Boulevard, MS#30	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2847
Fax No.:	(850) 245-2159
E-mail Address:	Brenda.leonard@dep.state.fl.us

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18. 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 thirty (30) days.

Roger Hernstadt	
City of Marathon dba Boot Key Harbor City Marina	
800 35 <sup>th</sup> Street Ocean	
Marathon, Florida 33050	
Telephone No.:	(305) 289-8877
Fax No.:	(305) 289-8876
E-mail Address:	hernstadtr@ci.marathon.fl.us

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
20. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
21. 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.
22. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment G, Property Reporting Form**, DEP 55-212, 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 non-expendable personal property or 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 non-expendable personal property or 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 state funds and held in his possession for use in a contractual arrangement with the Department.
23. 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 will not be eligible for processing through the change order procedures described above.
- B. In the event of a change in the Grant Manager for the Grantee or for the Department, each party will notify the other party in writing of such change within thirty (30) days after the change becomes effective. The notice shall be sent from the Grantee's representative authorized to

execute agreements to the Department's Grant Manager. The Department's Grant Manager will transmit a copy of such change to the Department's Procurement Office and the Contract Disbursement Office for inclusion in the Agreement file.

24.
  - 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.
25. In accordance with Executive Order 12549, Debarment and Suspension (**2 CFR 1400**), 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. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.
26. 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.
27. Land acquisition is not authorized under the terms of this Agreement.
28. A 3 x 4 foot sign of the International Pumpout Symbol shall be placed on a dock or on land, facing the waterway and easily visible to the boaters. Sign specifications can be found at the following link: <http://wsfrprograms.fws.gov/Subpages/ToolkitFiles/fasymb.pdf>. In addition, informational signage stating fees, hours of operation, instructions, and operator name and telephone number shall be posted in a clearly visible location. The sign 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.”
29. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment H, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment I, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

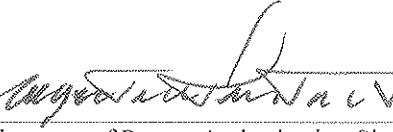
30. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

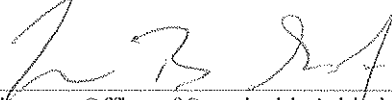
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

City of Marathon dba  
Boot Key Harbor City Marina

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

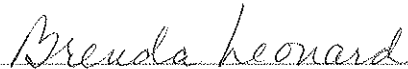
By:   
Signature of Person Authorized to Sign

By:   
Director, Office of Sustainable Initiatives


Roger T. Hernsladt, City Manager  
Print Name and Title of Authorized Person

Date: 11/13/12

Date: NOV. 7, 2012

  
Brenda Leonard, DEP Grant Manager

FEID No. 65-0984873

  
DEP Contracts Administrator

Approved as to form and legality:

  
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 (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Grant Payment/Match Request Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Certification of Applicability to Single Audit Act Reporting (4 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Property Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>H</u>	<u>Contract Provisions (3 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>Regulations (1 Page)</u>

**ATTACHMENT A**  
**Clean Vessel Act Grant Program**  
**Scope of Work and Conditions**  
**OPERATIONS, EQUIPMENT, MAINTENANCE & REPAIR**

**PURPOSE**

The purpose of the Clean Vessel Act Grant Program 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 reporting period extending beyond the date of equipment installation or construction completion, if applicable. 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 \$58,208.27 for satisfactory completion of the project outlined herein and the Grantee agrees to undertake the project as described and submitted by the Grantee in the Grant Application, CVA12-656, and provide a minimum 25% non-federal matching funds. The project is located at 800 35<sup>th</sup> Street Ocean, Marathon, Florida 33050.

**CONDITIONS OF THE PROJECT AGREEMENT**

**Project Reimbursement**

1. Match documentation shall be provided in accordance with instructions and on Attachment B, Grant Payment/Match Request Form. Any credit for the match by the Grantee shall be based on forms completed and documented to the satisfaction of the Department.
2. Grantee invoices must be accompanied by all required deliverables as identified in this Attachment and all documentation as outlined in Paragraphs 5.B. through 5.E. of the Agreement. The Department shall have thirty (30) days to review and approve all invoices and deliverables. Upon review and approval of the required deliverables, the Grant Payment/Match Request Form and required documents, the Department will process the request for payment.
3. The final request shall be accompanied by a completed and signed Pumpout Project Certification of Completion Form which is provided by the Clean Vessel Act Grant Program as part of the grant award package mailed to Grantee, a copy of the Pumpout Station Operational Plan, a copy of the Pumpout Log, and photographs of the installed pumpout project including required signage.

**Project Requirements**

1. Pumpout facilities will be designed and operated in accordance with state and local health regulations.
2. Each pumpout facility or dump station funded under this Agreement shall be open and available to the recreational boating public. Each pumpout facility, pumpout vessel, or dump station shall be operated, maintained, and continue to be reasonably accessible to all recreational vessels for the full five (5) year period as described and set forth in Paragraph 4.A. of the Agreement.
3. The Grantee will conduct operations of the pumpout facility, pumpout vessel, or dump stations under a Pumpout Station Operational Plan that specifies hours of operation, maintenance principles, methods in determining volume of material pumped including the use of flow meters as may be necessary, informational/educational materials on pumpout operation and assurances that the pumpout facility, pumpout vessel, or dump station will be used solely for the collection of recreational boat sewage. Pumpout vessels are to be used solely for the collection and hauling of recreational boat sewage. This plan will be submitted to the Department with the Pumpout Project Certification of Completion.

4. The location of each pumpout facility, pumpout vessel, or dump station will be continually identified through informational markers using the International Pumpout Symbol on a sign of at least three feet by four feet (3 x 4') in size. Any informational markers should be located on a dock or on land clearly visible from the waterway. Any informational markers located in the waters of the state shall be with prior approval of the Florida Fish and Wildlife Conservation Commission 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 at the pumpout location. 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.**
6. Pumpout facilities, pumpout vessels, or dump station services will be provided free of charge or for a fee not to exceed \$5 per vessel. Fees greater than \$5 requires prior written cost justification approval by the Department. If fees are collected, such proceeds shall be accounted for, and used by the operator exclusively to defray operation and maintenance costs of the pumpout equipment and associated materials. An accounting of all fees collected will be provided with the quarterly log described below.
7. The pumpout facility operator shall maintain a pumpout log to be submitted to the Department no later than fifteen (15) days of each calendar quarter following 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, number of out of state vessels pumped, fees charged, and maintenance, labor, or other operational costs incurred. Volume of sewage handled must be determined as described in the approved pumpout station operational plan.
8. The Grantee shall provide marine sanitation and pumpout information for boat owners and training for pumpout operators. These services may be provided through such methods as informational materials, on-site instruction or audio-visual methods by the marina owner/operator, equipment vendors, harbormaster or local government personnel.

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## TASKS/DELIVERABLES FOR PROJECT REIMBURSEMENT

The following is a schedule of tasks/deliverables and budget detail for the completion of the tasks required to complete this project. Prior written approval from the Department's Grant Manager shall be required for changes between approved task amounts that do not exceed 10% of the total project budget amount of this Agreement. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. No reimbursement will be made that exceeds the grant award amount. An increase in funding or a completion date extension will require a formal written amendment to this Agreement.

### Task 1.

**Equipment Purchase:** The Grantee will purchase authorized pumpout or waste receptacle equipment. Equipment purchase and equipment installation may be included on one invoice.

**Deliverable:** Dated photograph of pumpout equipment purchased and a copy of paid invoice and delivery receipt.

**Performance Standard:** Documentation will be reviewed to verify authorized equipment has been purchased.

**Financial Consequence:** Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and/or denial of match claim.

**Task Timeline:** After agreement execution and before project completion date of March 24, 2014.

**Budget:** Allowable costs for this task are for equipment and installation.

**Note:** Payment can be requested upon submission and review and approval of the deliverable identified above.

### Task 2.

**Operations of Equipment:** The Grantee is responsible for ensuring that the pumpout equipment, pumpout vessel or dump station operate according to the Pumpout Station Operational Plan.

**Deliverable:** Copy of Pumpout Station Operational Plan and list of employee names, hourly rate, # of hours worked, totals, and a copy of the quarterly pumpout report.

**Performance Standard:** Pumpout Station Operational Plan and quarterly pumpout report will be reviewed to confirm that the Clean Vessel Act Program requirements are met.

**Financial Consequence:** Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and/or denial of match claim.

**Task Timeline:** After agreement execution and prior project completion date of March 24, 2014.

**Budget:** Allowable costs for this task are for daily operations of pumpout equipment salaries and fringe benefits.

**Note:** Payment can be requested upon submission and review and approval of the deliverable identified above.

### Task 3.

**Maintenance and Repair:** The Grantee is responsible for maintaining the pumpout according to manufacturer's specifications and providing any necessary repairs. This includes pumpout vessel motor service, bottom cleaning, and bottom painting.

**Deliverable:** List of maintenance or repairs made to the equipment and copy of maintenance/repair receipts.

**Performance Standard:** Documentation will be reviewed to confirm that the necessary maintenance and/or repair was completed.

**Financial Consequence:** Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and/or denial of match claim.

**Task Timeline:** After agreement execution and prior project completion date of March 24, 2014.

**Budget:** Allowable costs for this task are for required maintenance and repairs contractual services, salaries, fringe benefits.

**Note:** Payment can be requested upon submission and review and approval of the deliverable identified above.



**Task 4.**

**Pumpout Signage:** The Grantee will install the signage required in paragraph 4 of this attachment under Project Requirements.

**Deliverable:** Photographs of the installed signage showing the pumpout logo sign, equipment instructional sign and Pumpout information sign with accrediting information.

**Performance Standard:** Photographs will be reviewed to ensure signage requirements are met.

**Financial Consequence:** Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and/or denial of match claim.

**Task Timeline:** After agreement execution and prior project completion date of March 24, 2014.

**Budget:** Allowable costs for this task are for miscellaneous signage costs.

**Note:** Payment can be requested upon submission and review and approval of the deliverable identified above.

**Task 5.**

**Education and Instructional Materials:** The Grantee will provide educational and instructional materials to be distributed to recreational boaters on the effects of sewage in the waterways.

**Deliverable:** Copies of brochures or handout information about the Clean Vessel Act, effects of sewage in waterways, and the equipment available for public use.

**Performance Standard:** Educational materials will be reviewed to insure they address programmatic topics.

**Financial Consequence:** Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and/or denial of match claim.

**Task Timeline:** After agreement execution and before project completion date of March 24, 2014.

**Budget:** Allowable costs for this task include miscellaneous printing/reproduction costs.

**Note:** Payment can be requested upon submission and review and approval of the deliverable identified above.

**Approved Tasks/Deliverables and Amounts**

<b>Tasks</b>	<b>Deliverables</b>	<b>Total Project Amount (100%)</b>
1. Equipment Purchase	Dated photograph of pumpout equipment purchased and a copy of paid invoice and delivery receipt.	\$9,582.40
2. Operations of Equipment	Copy of Pumpout Station Operational Plan and list of employee names, hourly rate, # of hours worked, totals, and a copy of the quarterly pumpout report.	\$65,278.63
3. Maintenance and Repair	List of maintenance or repairs made to the equipment and copy of maintenance/repair receipts.	\$2,000.00
4. Pumpout Signage	Photographs of the installed signage showing the pumpout logo sign, equipment instructional sign and Pumpout information sign with accrediting information.	\$100.00
5. Education and Instructional Materials	Copies of brochures or handout information about the Clean Vessel Act, effects of sewage in waterways, and the equipment available for public use.	\$650.00
	<b>Total Project Amount</b>	<b>100%</b>
	<b>Total Grant Award Amount</b>	<b>75%</b>
	<b>Total Match Amount</b>	<b>25%</b>
		<b>\$77,611.03</b>
		<b>\$58,208.27</b>
		<b>\$19,402.76</b>

ATTACHMENT B  
GRANT PAYMENT/MATCH REQUEST

City of Marathon dba  
Boot Key Harbor City Marina  
DEP Program: **Clean Vessel Act Grant Program**

MV097

CVA12-656

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

**TOTAL PROJECT  
(100%) of costs**

Permitting	\$	_____ N/A _____
Construction		_____ N/A _____
Renovation		_____ N/A _____
Equipment Purchase		_____
Equipment Installation		_____ N/A _____
Operations		_____
Maintenance and Repair		_____
Sewage Hauling		_____ N/A _____
Pumpout Signage		_____
Education and Instructional Materials		_____
<b>TOTAL PROJECT</b>	\$	_____
25% Grantee match	\$	_____
75% reimbursable to Grantee	\$	_____

I attest that documentation has been and will be maintained as required by this 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 Clean Vessel Act Grant Project Agreement No. MV097. I further attest, that City of Marathon dba Boot Key Harbor City Marina has complied with the terms and conditions of this Agreement.

\_\_\_\_\_  
Grantee's Project Manager

\_\_\_\_\_  
Date

## ATTACHMENT C

### Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

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

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

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means. N/A under this Agreement.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable. N/A under this Agreement.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown. N/A under this Agreement.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

ATTACHMENT D

PROGRESS REPORT FORM

<b>DEP Agreement No.:</b>	MV097		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Quarterly Reporting Period:</b>			
<b>Project Number and Title:</b>			
<b>Provide a summary of project accomplishments to date.</b>			
<b>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</b>			
<b>Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., copies of permits, photographs, etc.)</b>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. MV097 and accurately reflects the activities and costs associated with the subject project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## ATTACHMENT E

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

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

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

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

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

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

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

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

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

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

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

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

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

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

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless 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 Service	15.616	Clean Vessel Act Grant Program	\$58,208.27	140122

<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>					\$58,208.27	
--------------------	--	--	--	--	-------------	--

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 F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ \_\_\_\_\_

**CERTIFICATION STATEMENT:**

I hereby certify that the above information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

**NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).**

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.**

\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.**

\$ \_\_\_\_\_

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

## CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

### FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

**Answer:** No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

**Answer:** Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

**Answer:** You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

**Answer:** No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

**Answer:** No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

**Answer:** Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2<sup>nd</sup> notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

**Answer:** Yes, you can submit them by Email to [Debbie.skelton@dep.state.fl.us](mailto:Debbie.skelton@dep.state.fl.us)

**ATTACHMENT G**  
**PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. MV097**  
**(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:	Grantee's/Contractor's Project Manager:	Date:
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<b>BELOW FOR DEP USE ONLY</b>	
<b>DEP CONTRACT MANAGER:</b>	<b>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.</b>
DEP Contract Manager Signature: _____	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.

## ATTACHMENT H Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
22. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
23. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

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**ATTACHMENT I  
REGULATIONS**

Formal regulations concerning administrative procedures for Department of Interior (DOI) grants appear in Title 43 of the Code of Federal Regulations. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
<b>General</b>	
43 C.F.R. 17	Nondiscrimination in federally assisted programs of the DOI
<b>Grants and Other Federal Assistance</b>	
43 C.F.R. 12	Subpart C - Uniform administrative requirements for grants and cooperative agreements to state and local governments
43 C.F.R. 12	Subpart F - Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
43 C.F.R. 18	New restrictions on lobbying
43 C.F.R. 43	Government wide requirements for drug-free workplace
<b>Other Federal Regulations</b>	
2 C.F.R. 1400	Suspension and Debarment
48 C.F.R. 31	Contract Cost Principles and Procedures
<b>Office of Management and Budget Circulars</b>	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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