

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-37**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AMENDMENT 1 TO AGREEMENT NO. MV245 WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN VESSEL ACT GRANT PROGRAM AND AUTHORIZING A NEW PROJECT COMPLETION DATE AND AN INCREASE OF \$90,798.50 IN GRANT FUNDING FOR PUMPOUT EQUIPMENT, OPERATIONS, MAINTENANCE, REPAIRS AND EDUCATIONAL MATERIALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND APPROVE A TWENTY FIVE PERCENT MATCH FUNDING OF \$41,753.78; PROVIDING FOR CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Department of Environmental Protection entered into the Agreement with the City of Marathon (the CITY) for Operations, Maintenance, Repair, and Education Materials effective January 26, 2017 by Resolution 2017-19; and

WHEREAS, to fully utilize awarded project funding, the Grantee has requested, and the Department approved an additional sixteen (16) months for the Project Completion date of the Agreement; and

WHEREAS, the Grantee has requested, and the Department has approved additional funding; and

WHEREAS, the new funding source for the Agreement will be appropriated by federal financial assistance from the Department of Interior, U.S. Fish and Wildlife Service through Grant Agreement No. F15AP00508 and not Grant Agreement No. F14AP00978, as originally stated; and

WHEREAS, the CITY has determined that it is in the best interest of the City to enter into Amendment one to Agreement MV245 for CVA 16-798 with the DEP CVA Grant Program.

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 approves Amendment one to Agreement No. MV245 for CVA 16-798 between the City and the DEP that is attached as Exhibit "A" hereto.

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 24TH DAY OF APRIL, 2018.

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

AYES: Bartus, Senmartin, Zieg, Coldiron
NOES: None
ABSENT: Cook
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:



David Migut, City Attorney

**AMENDMENT NO. 1
TO AGREEMENT NO. MV245
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF MARATHON DBA BOOT KEY HARBOR CITY MARINA**

This Amendment to Agreement No. MV245 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Marathon dba Boot Key Harbor City Marina, 9805 Overseas Highway, Marathon, Florida 33050 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Operations, Maintenance, Repair, and Education Materials effective January 26, 2017;

WHEREAS, to fully utilize awarded project funding, the Grantee has requested, and the Department approved an additional sixteen (16) months for the Project Completion date of the Agreement;

WHEREAS, the Grantee has requested, and the Department has approved additional funding.

WHEREAS, the new funding source for the Agreement will be appropriated by federal financial assistance from the Department of Interior, U.S. Fish and Wildlife Service through Grant Agreement No. F15AP00508 and not Grant Agreement No. F14AP00978, as originally stated.

NOW THEREFORE, the parties agree as follows:

- 1) Section 2. PERIOD OF AGREEMENT: Paragraph A. is amended to include the following terms: This Agreement shall begin upon execution by both Parties and shall remain in effect for a period of five (5) years following the Project completion date in order for the Grantee to comply with the reporting requirements identified in paragraph 5 of this Agreement. The Project Completion date, the date by which all work under this Agreement must be completed, is amended to add a sixteen month period to the original Project completion date of April 2, 2018, to a new Project Completion date of August 2, 2019. The Department and the Grantee shall continue to perform their respective duties during this amended period pursuant to the same terms and conditions provided in the Agreement. The Grantee shall be eligible for reimbursement for work performed on or after October 1, 2016 through the amended Project completion date.
- 2) Section 3.A. is hereby revised to increase the cost-reimbursement basis up to a maximum of \$125,261.33 (an increase of \$68,098.88 towards a Total Project of \$167,015.10 (an increase of \$90,798.50). The Parties hereto understand and agree that this Agreement still requires at least a twenty-five percent (25%) match on the part of the Grantee. Therefore, the Grantee is now responsible for providing \$41,753.78 (an increase of \$22,699.63), through cash or third party in-kind towards the work funded under this Agreement.
- 3) The funding source for the Agreement is amended to exclude, as stated in the original Agreement the federal financial assistance from the Department of Interior, U.S. Fish and Wildlife Service through Grant Agreement No. F14AP00978, to receiving the federal financial assistance from the Department of Interior, U.S. Fish and Wildlife Service through Grant Agreement No. F15AP00508.
- 4) Attachment A, Scope of Work and Conditions, is hereby deleted in its entirety and replaced with Attachment A-1, Revised Scope of Work and Conditions, as attached to this Amendment. All references in the Agreement to Attachment A shall hereinafter refer to Attachment A-1.

5) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Marathon dba Boot Key Harbor City
Marina

By: 
Charles Lindsey, City Mgr.

Date: 4/26/18

Florida Department of
Environmental Protection

By: 

Date: 4/30/18

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	A-1	Revised Scope of Work and Conditions – (4 pages)

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ATTACHMENT A-1
Clean Vessel Act Grant Program
Revised Scope of Work and Conditions

PURPOSE

The primary goal of the Clean Vessel Act (CVA) is to reduce overboard sewage discharge from recreational boats by providing pumpout and dump stations for recreational boaters to dispose of human waste in an environmentally safe manner. The purpose of the CVA Grant Program ("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 Program also provides educational materials for boaters on the hazards of boater sewage, when applicable.

The Project is located at 800 35th Street Ocean, Marathon, Florida 33050 ("Project site"), known as: Clean Vessel Act Grant; CVA16-798, City of Marathon dba Boot Key Harbor City Marina ("Project").

The Grantee shall operate each pumpout facility or dump station funded under this Agreement so that it is 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 period of time set forth in Paragraph 2.A. of the Agreement. The Grantee will conduct operations of the pumpout facility, pumpout vessel, or dump stations in accordance with the Pumpout Station Operational Plan, available for download at: <http://www.dep.state.fl.us/cleanmarina/CVA/documents/OperationalPlanExample.doc>. Pumpout vessels are to be used solely for the collection and hauling of recreational boat sewage.

Project Required Submittals and Requirements

The following documents are required submittals under this Agreement. Failure to provide any of the following in the time frames provided may result in denial of reimbursement request. These provisions also represent requirements under this Agreement that must be complied with for the term of this Agreement. Referenced documents and plan/log sheet samples are available online: http://dep.state.fl.us/cleanmarina/CVA/resources_app.htm.

- A. The Grantee shall submit a copy of executed subcontracts within ten (10) days after execution in accordance with Paragraph 14.A. of the Agreement.
- B. In addition to required documentation requesting reimbursement as provided in Paragraph 3 of the Agreement, the Grantee shall, with the final reimbursement request, submit all of the following:
 1. Pursuant to paragraph 7 of this Agreement, every Project completed under this Agreement will require a completed and signed Pumpout Project Certification of Completion Form to be submitted with the final invoice.
 2. Pursuant to paragraph 8 of this Agreement, every Project completed under this Agreement requires appropriate signage and program crediting. The Grantee shall submit photographic documentation it has completed the appropriate program crediting and signage.
 3. The Grantee shall submit Quarterly Progress Reports (**Attachment D**), in accordance with paragraph 5.A. of the Agreement.
 4. As described in the appropriate Tasks/Deliverables below, a pumpout log sample, which shall provide for daily logging of vessels pumped, total gallons pumped per vessel, out of state vessels, fees collected, and maintenance costs. The actual daily log is not required to be submitted to the Department. However, the Grantee must keep the logs as backup documentation for five (5) years following the Project completion date.
 5. As described in the appropriate Tasks/Deliverables below, 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.

C. In addition to the submittal requirements identified above, the Grantee is required to submit Quarterly Pumpout Reports (http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm) when one or both of the following apply:

1. As described in the Tasks/Deliverables below, when the Project includes the purchase and/or installation of pumpout equipment, the Grantee is responsible for submitting Quarterly Pumpout Reports for a period of five (5) years. The five (5) year reporting period begins upon the receipt of the Certificate of Completion and submittal of the final invoice, and the Quarterly Pumpout Reports are due every quarter thereafter for the next five (5) years.

2. As described in the Tasks/Deliverables below, when the Project includes operations and/or maintenance and repair, the Grantee is responsible for submitting Quarterly Pumpout Reports every quarter beginning upon execution of this Agreement, more specifically the first quarter of operations, through the Project completion date identified in paragraph 2.A. of this Agreement.

TASKS/DELIVERABLES

The following is a schedule of tasks/deliverables and budget detail for the completion of the tasks required to complete this Project. Payment may be requested upon submission, review, and approval of the deliverables assigned to each task.

Permits

The Grantee is responsible for obtaining all state and local permits and approvals required for installation and operation of pumpout equipment prior to commencement of this Project. Copies of permits, letters of permit issuance, and inspections reports, as applicable, will need to be submitted to the Department before the Grantee commences any work on the subsequent permit-related tasks/activities below.

Task 1. Equipment Purchase.

The Grantee will purchase authorized pumpout equipment or waste receptacle equipment and ensure its delivery to the Project site. Authorized equipment includes: a replacement pumpout for the pumpout vessel in accordance with the minimum requirements specified in the approved design and permits. All nonexpendable and/or nonconsumable equipment purchased under this Agreement is subject to the five (5) year Quarterly Pumpout Report requirements set forth above under Project Requirement Submittals and Requirements, Item C.1., and the property management requirements set forth under paragraph 22 of this Agreement. The Grantee will maintain compliance with these requirements for the life of the Agreement.

Deliverable 1: Purchase of the authorized equipment, as evidenced by a copy of paid invoice(s), delivery receipt(s) and a completed **Property Reporting Form (Attachment G)**. The Grantee will submit the appropriate documentation to demonstrate its compliance with the property reporting (paragraph 5.D. of this Agreement) and property management (paragraph 22) requirements of this Agreement. A final inventory report shall be due at the end of the Agreement.

Performance Standard: The Department's Grant Manager will review documentation to verify authorized equipment has been purchased and delivered in accordance with this task, and will review the **Property Reporting Form** for accuracy and completion. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: July 3, 2019

Budget: Allowable costs for this task are for Equipment in accordance with the above deliverables.

Task 2. Operations of Equipment.

The Grantee shall operate each pumpout facility or dump station funded under this Agreement in accordance with this Agreement and a Pumpout Station Operational Plan, the details of which are below. Pumpout facilities must be designed and operated in accordance with state and local health regulations.

- **Pumpout Station Operational Plan:** Grantee will complete a Pumpout Station Operational Plan that specifies hours of operation, maintenance principles, methods to determine volume of material pumped, including the use of flow meters as may be necessary, and assurances that the pumpout facility, pumpout vessel, or dump station will be used solely for the collection of recreational boat sewage.
- **Daily Pumpout Log Sample:** The Grantee will also submit a pumpout log sample, which shall provide for how the Grantee will track, on a daily basis, vessels pumped, total gallons pumped per vessel, out of state vessels, fees collected, and maintenance costs. The actual daily log is not required to be submitted to the Department. However, Grantee must keep the logs as backup documentation for five (5) years following the Project completion date.
- **Quarterly Pumpout Report:** The Grantee will also complete the quarterly pumpout report in accordance with the Project Requirement Submittals and Requirements, Item C.2., and Paragraph 5.B. of the Agreement beginning upon the first quarter of operations.

Deliverables 2: Completion of this task as evidenced by submittal of a copy of the Pumpout Station Operational Plan, pumpout log sample, and quarterly pumpout report(s).

Performance Standard: The Department's Grant Manager will review the Pumpout Station Operational Plan, pumpout log sample, and quarterly pumpout report to confirm that the Grantee is operating in accordance with this task and the Agreement. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: July 3, 2019

Budget: Allowable costs for this task are Salaries/Wages.

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.

Deliverables 3: Completion of task as evidenced by submittal of a list of maintenance or repairs made to the pumpout equipment and copies of paid maintenance/repair receipts.

Performance Standard: The Department's Grant Manager will review all deliverables associated with this task to confirm that the necessary maintenance and/or repair(s) were completed. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: July 3, 2019

Budget: Allowable costs for this task are Salaries/Wages, and miscellaneous/ other expenses.

Task 4. Education and Instructional Materials.

The Grantee will provide educational and instructional materials to be distributed to recreational boaters about the CVA, effects of sewage in waterways, and the equipment available for public use. All brochures, handout information, and educational material must meet the minimum requirements set forth in paragraph 8 of the Agreement and include the appropriate crediting statement. All drafts are required to be reviewed by the Department's Grant Manager before final versions are approved to ensure they have correct information and address programmatic topics.

Deliverables 4: Completion of task as evidenced by submittal of draft and final copies of brochures or handout information meeting the requirements of this task, along with the distribution quantities and location(s).

Performance Standard: The Department's Grant Manager will review all brochures, handout information, and educational materials to ensure they have the correct information and address programmatic topics and have been completed in accordance with this task and the Agreement. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: July 3, 2019

Budget: Allowable costs for this task include Miscellaneous/Other Expenses, including, but not limited to, printing, and otherwise producing the materials.

CVA TASK BUDGET TABLE:

Tasks	Allowable Budget Categories	Total Project (100%)	Grant Award Amount (75%)	Grantee Match Amount (25%)
1. Equipment Purchase	Equipment	\$8,476.20	\$6,357.15	\$2,119.05
2. Operations of Equipment	Salaries/Wages	\$139,147.00	\$104,360.25	\$34,786.75
3. Maintenance and Repair	Miscellaneous/ Other Expenses	\$4,200.00	\$3,150.00	\$1,050.00
	Salaries/Wages	\$13,191.90	\$9,893.93	\$3,297.98
4. Education and Instructional Materials	Miscellaneous/Other Expenses	\$2,000.00	\$1,500.00	\$500.00
Total Grant Award Amount (no greater than 75%)			\$125,261.33	
Total Match Amount (no less than 25%)				\$41,753.78
Total Project (100%):		\$167,015.10		

SALARIES/WAGES BY TASK: Personnel, as listed below, shall only be reimbursed for salary rates and hours spent on the Project. The Grantee shall not be reimbursed for multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates). Cost Reimbursement is based on direct salary rates with the maximum allowable rate per hour indicated below. Salaries/Wages reimbursement requests must include: (1) list of employee position title/classifications; (2) hourly rate; (3) the specific dates for time worked; and, (4) number of hours worked per position title classification by date and total.

Task No.	Position Title/Classification	Rate/Hour	Total Hours	Maximum Amount (Rate x Hours)
2	Marina Technician #1	\$16.00	1085	\$17,360.00
	Marina Technician #2	\$18.54	1200	\$22,248.00
	Marina Technician #3	\$16.00	450	\$7,200.00
	Marina Technician #4	\$18.54	2655	\$49,223.70
	Marina Technician #5	\$19.10	1695	\$32,374.50
	Marina Technician #5	\$16.48	635	\$10,464.80
	Assistant Port Director	\$22.38	100	\$2,238.00
3	Port Director	\$22.38	100	\$2,238.00
	Maintenance Worker	\$18.54	485	\$8,991.90

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$	Match Funding
Equipment Total	\$6,357.15	\$2,119.05
Salaries / Wages Total	\$114,254.18	\$38,084.73
Miscellaneous/ Other Expenses Total	\$4,650.00	\$1,550.00
Total:	\$125,261.33	\$41,753.78
Total Project Cost:	\$167,015.10	
Percentage Match:	75%	25%

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