

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-26**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AMENDMENT NO. 1 TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. MV097, AND RETROACTIVELY APPROVING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. MV097 PREVIOUSLY EXECUTED BY CITY MANAGER ON NOVEMBER 7, 2012, FOR GRANT FUNDING TO OPERATE AND MAINTAIN THE CITY'S PUMP-OUT EQUIPMENT UNDER FLORIDA'S CLEAN VESSEL ACT; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution No. 2012-75 the City of Marathon Council (the "City") authorized City staff to submit a grant application to the Florida Department of Environmental Protection ("FDEP") for grant funding under the State's Clean Vessel Act Grant Program ("CVA"); and

WHEREAS, on November 13, 2012, the City Manager executed Grant Agreement No. MV097 with FDEP ("Grant Agreement") for grant funding under the CVA for the operation and maintenance of the City's two pump-out vessels utilized for the City Marina pump-out program; and

WHEREAS, the City of Marathon continues to provide pump-out service to customers of the City Marina and other vessels requesting pump-outs in Boot Key Harbor; and

WHEREAS, the First Amendment to the Grant Agreement will allow the City to continue to provide free or low cost vessel pump-outs to the boating public in Boot Key Harbor.

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 First Amendment to the Grant Agreement between the City and FDEP for grant funding to operate and maintain the City Marina pump-out program, a copy of which is attached hereto as Exhibit "A," is hereby approved. Furthermore, the Grant Agreement, a copy of which is attached hereto as Exhibit "B," is hereby retroactively approved. The Acting City Manager is authorized to execute the First Amendment and expend budgeted funds 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 8th DAY OF APRIL, 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

AYES: Bull, Bartus, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

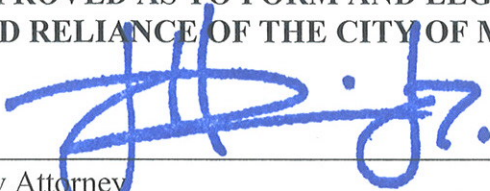
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



City Attorney



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

April 15, 2014

Mr. Michael Puto
City of Marathon dba Boot Key Harbor Marina
800 35th Street Ocean
Marathon, FL 33050

RE: CVA12-656, MV097 Project Agreement Amendment has been *executed*. Project Agreement is enclosed.

Dear Mr. Puto:

Congratulations! Your contract amendment to increase funds has been **executed** as of April 14, 2014. Enclosed is **one original executed Clean Vessel Act Grant Agreement Amendment**, with the Florida Department of Environmental Protection.

Your project completion deadline is **October 15, 2015** and your final invoice along with accompanying paperwork and photos must be submitted no later than **October 30, 2015**.

For audit after project completion, please submit all receipts and invoices for agreement expenditures to this office along with the documentation provided with this letter in one file in order to expedite the reimbursement process. **An Auditor would need to see: *Clearly dated invoices and receipts, cancelled checks or bank statements (to verify payment of purchases), and if applicable, payroll documentation of the hours and pay rate of your employees who work on the project. Certificate of Completion form- (if requesting final payment), Grant Payment/ Match Request form.***

During your agreement period you should submit quarterly progress reports to this office each quarter to let us know how your project is progressing. The progress report form can be located on our CVA website at the first link listed below. Additionally, **for a period of five years after project completion**, you are required to keep a log sheet of gallons pumped, and records of any fees charged for the pumpout service and submit to this office quarterly. Quarterly pumpout forms may be located at the second link below. The forms may be submitted to our office via email, mail, or fax.


http://www.dep.state.fl.us/cleanmarina/CVA/documents/progress_report.pdf

http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm

Mr. Michael Puto
April 14, 2014
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Should you have any questions, please contact my staff member, Pamela Grainger, at (850) 245-2846, and she will be happy to assist you. Thank you for your part in helping keep Florida's waters clean!

Sincerely,

A handwritten signature in cursive script that reads "Brenda Leonard".

Brenda Leonard
Program Manager
Clean Vessel Act Grant Program

Enclosures

BL/pg

DEP AGREEMENT NO. MV097
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 13th day of November, 2012, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the CITY OF MARATHON dba BOOT KEY HARBOR CITY MARINA (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, in order to continue pumpout operations, the Grantee has requested and the Department has agreed to a time extension and funding increase; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

- Paragraph 4.A. is hereby revised to change the completion date of this Agreement to October 15, 2015.
- Paragraph 5.A. is hereby revised to increase the maximum compensation amount of this Agreement from \$58,208.27 to \$126,210.91 (an increase of \$68,002.64).
- Paragraph 5.C.iii. is hereby revised to change the due date for the final invoice of this Agreement to October 30, 2015.
- The following language will be added to the Agreement as paragraph 32:

32. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 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, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A shall hereinafter refer to Attachment A-1, Revised Scope of Work and Conditions.
- Attachment E, Special Audit Requirements, Page 5 of 5 is hereby deleted in its entirety and replaced with Attachment E, Special Audit Requirements, Page 5 (Revised) of 5, attached hereto and made a part of the Agreement.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

By: [Signature]
Director, Office of Sustainable Initiatives

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

Date: 4/17/14

Date: 4/9/14

Brenda Leonard
Brenda Leonard, DEP Grant Manager
[Signature]
DEP Contracts Administrator

Approved as to form and legality:

Linda C. Williams
DEP Attorney

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Revised Scope of Work and Conditions (4 Pages)
Attachment	E	Special Audit Requirements, Page 5 (Revised) of 5 (1 Page)

ATTACHMENT A-1
Clean Vessel Act Grant Program
Revised Scope of Work and Conditions
INSTALLATION OF PUMPOUT STATION, OPERATIONS, EQUIPMENT,
MAINTENANCE AND 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 \$126,210.91 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, CVA 12-656, and provide a minimum 25% non-federal matching funds. The project is located at City of Marathon dba Boot Key Harbor City Marina, 800 35th Street Ocean, Marathon, Florida 33050.

CONDITIONS OF THE PROJECT AGREEMENT

Project Reimbursement

1. Match documentation shall be provided in accordance with instructions 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.C. through 5.F. 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.
4. Costs of the Grantee's staff to install or repair the pumpout equipment can only be claimed as the match portion of the project expenditures. A copy of payroll documentation for facility staff must be provided to the Department in order for these costs to be used as matching funds.

Project Requirements

1. The Grantee shall obtain all required permits and approvals prior to commencement of the project. A grant award is not an indication of permitability of a project. A Site Visit/Permit Verification Form, completed by the Department District Office shall be on file with the Department Grant Manager before invoices will be processed for payment.
2. Pumpout facilities will be designed and operated in accordance with state and local health regulations.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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 and continue until the end of the Agreement period including the five (5) year reporting period ending October 15, 2020. 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.
9. The pumpout facility operator shall submit Attachment D, Progress Report Form, to the Department each quarter no later than fifteen (15) days of each calendar quarter and with each reimbursement request beginning with the quarter during which this Agreement was executed.
10. 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.

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 within approved task budget categories of up to 10% of the total task budget amount. 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% of the total approved task budget will require a formal change order to the Agreement. Changes that transfer funds from one task to another or that increase or decrease the total funding amount 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 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.

Task Timeline: After Agreement execution and before March 24, 2014.

Budget: Allowable costs for this task are for equipment.

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.

Task Timeline: After Agreement execution and before project completion date of October 15, 2015.

Budget: Allowable costs for this task are contractual services, salaries and fringe benefits for daily operations of pumpout equipment. (Salaries: \$127,826.89: Lead Technician at \$14.40/hr., Marina Tech 1 at \$14.50/hr., Marina Tech 2 at \$13.50/hr., Marina Tech 3 at \$16.41/hr., Ports Director at \$20.57/hr., Asst Ports Director at \$16.93/hr., Admin Asst. 1 at \$16.00/hr., Admin Asst 2 at \$15.00/hr., Seasonal Staff at \$13.00/hr.; Fringe Benefits: \$28,121.92 TOTAL \$155,948.81.

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.

Task Timeline: After Agreement execution and before project completion date of October 15, 2015.

Budget: Allowable costs for this task are for contractual services, parts and supplies for required maintenance and repairs.

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 paragraphs 5 and 6 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.

Task Timeline: After Agreement execution and before project completion date of October 15, 2015.

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.

Task Timeline: After Agreement execution and before project completion date of October 15, 2015.

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

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

Approved Tasks/Deliverables and Amounts

Tasks	Deliverables	Total Project Amount (100%)
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.	\$155,948.81
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
	Total Project Amount 100%	\$168,281.21
	Total Grant Award Amount 75%	\$126,210.91
	Total Match Amount 25%	\$42,070.30

EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
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
Amendment No. 1	U.S. Fish and Wildlife Service	15.616	Clean Vessel Act Grant Program	\$68,022.64	140122

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

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

Total Award					\$126,210.91	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.