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**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-55**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AMENDMENT TO GRANT AGREEMENT NO. LP 44040 PREVIOUSLY APPROVED BY THE CITY MANAGER BETWEEN THE CITY AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR WASTEWATER INFRASTRUCTURE IMPROVEMENTS IN; APPROPRIATING FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, staff is requesting that the City Council approve the Amendment to the Grant Agreement shown on Exhibit "A."

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. Grant Agreement No. LP 44040 between the City and the Department of Environmental Protection, a copy of which is attached hereto as Exhibit "A," is hereby approved.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 27th DAY OF MAY, 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

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

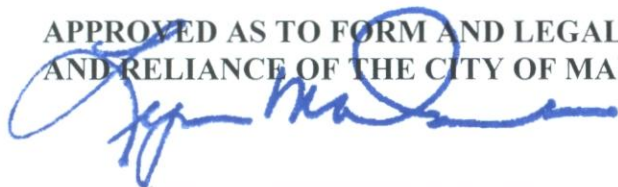
ATTEST:



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

**STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP44040
CITY OF MARATHON
AMENDMENT NO. 1**

THIS AGREEMENT as entered into on the 23rd day of October, 2013, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF MARATHON (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grantee has requested a revision in the scope of work and a reallocation of the budget for the project; and

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; and

WHEREAS, the Department has determined that an extension of time to complete the project would be in the best interest of the State; and

WHEREAS, certain provisions of the Agreement need revision.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. of the Agreement is hereby revised to change the effective date of the Agreement to July 1, 2013 and to change the completion date of the Agreement from October 31, 2014, to September 30, 2015.
2. Subsection 3.C. of the Agreement is hereby revised to change the date by which a final Disbursement Request Package must be submitted to the Department from January 31, 2015 to December 31, 2015.
3. **Attachment A**, Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1**, Revised Project Work Plan, 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 Project Work Plan.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to State Financial Assistance Agreement LP44040 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement to be executed on its behalf by the Program Administrator of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Program Administrator of the Department of Environmental Protection, State Revolving Fund.

CITY OF MARATHON

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

EM
7/14

By: Michael H. Brito
City Manager

By: Angela Kuchit
Program Administrator
State Revolving Fund

Date: 7/7/2014

Date: JUL 10 2014

Sandy Waters
Sandy Waters, DEP Grant Manager

[Signature]
DEP Attorney

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

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	A-1	Revised Project Work Plan (4 Pages)

**ATTACHMENT A-1
PROJECT WORK PLAN
LP44040**

Project Title:

Marathon Wastewater Utility Operation and Phase One Wastewater Treatment Plant and Collection System Improvements

Project Location:

The project is located in the City of Marathon (the City), Monroe County, Florida. The project positively affects water quality as the City's adjacent nearshore waters include the Florida Bay and Atlantic Ocean within the Florida Keys Areas of Critical State Concern Program. The health of the marine species located within this Area is crucial to maintaining the largest living reef in North America and the tourism that it generates. Therefore the improvements made by the City will eliminate the continued discharge of nutrients considered a direct source of pollution causing the degradation of the nearshore and coastal waters of the Florida Keys.

Project Background:

Project Summary:

The City of Marathon intends to construct wastewater collection system piping and service connections and obtain equipment for properties that were value engineered out of Phase One because they were vacant lots or utility easements were not in place at the original time of construction. Additionally, the City will construct necessary operating facilities as well as extensions to the reclaimed water distribution system.

Justification:

This work will augment the Phase One work performed by the City to construct the Marathon "Wastewater and Stormwater Project" that meet the State mandated advanced wastewater treatment standards eliminating cesspits and septic tanks that contribute to the degradation of the near shore waters and improve our water quality.

In 1999, the Florida Legislature adopted Statute 381.00655 and Section 4, Chapter 99-395, Laws of Florida, *mandating* the responsibility for meeting advanced wastewater treatment standards within the Florida Keys Area of Critical State Concern. Chapter 99-395 was passed requiring all sewage treatment facilities in the Florida Keys to meet strict advanced wastewater treatment effluent standards. These standards are more stringent than any other imposed in the State of Florida, as well as most of the Country, due to the extremely sensitive and valuable environment of the Florida Keys. The mandate was intended to protect public health and the environment, which is home to the largest living reef in North America and protected by the Florida Keys Area of Critical State Concern Program.

Consequently, in 1999 the Florida Legislature mandated local action to eliminate the use of septic systems and cesspits in the Florida Keys. The intent of the State's requirement was to

protect the surrounding waters of the uniquely magnificent chain of the Florida Keys islands and provide a mechanism to treat and dispose of wastewater properly to restore the health and economic vitality of the Keys' marine communities. The goal is to protect these waters and provide a more effective mechanism to treat wastewater and restore the health and economic vitality of the Keys' marine communities.

Therefore, the objective of the City's Project is to cease all wastewater discharges into the City's near shore waters and establish managed wastewater collection and treatment systems capable of meeting the State's advanced wastewater treatment effluent standards. Completion of the Project is an integral part of the City's efforts to provide a comprehensive mechanism to protect and improve water quality for the environment, our visitors, businesses and residents.

The City's program complements the State's Everglades Forever efforts and will help to improve overall water quality for the Everglades and coral reef ecosystems for this and future generations.

Project Description:

1. Task (include criteria used to determine success) : *Wastewater Service Connections, Construct minimum of 10 wastewater service connections.*

Task 1a. Engineering Services

1a. Deliverable:

a. Engineering Plans. Engineering Plans for wastewater service connection work, Photographic documentation showing before and after, Copy of the construction work evidenced by payment and application documentation.

Timeline for completion: September 30, 2015

Budget Information: \$121,000 Wastewater Utility Fund

Contractual: Professional Services (DEP \$80,500 local \$40,500)

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

Task 1b. Construction

1b. Deliverable:

b. Copy of contract(s), Deliverable: Copies of construction contracts, Copy of the construction inspection reports for work and Copy of Contractors payment documentation.

1b. Timeline for completion: September 30, 2015

Budget Information: Wastewater Utility Fund

Contractual: Construction DEP \$656,000

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

2. Task : *Purchase and install wastewater facility pump station and isolation valve equipment at the City's Area 1 & 7 Wastewater Treatment Facilities*

Task 2a. Engineering Services

2a. Deliverable:

a. Engineering Plans. Engineering Plans for wastewater service connection work, copy of the work evidenced by payment and application documentation.

Timeline for completion: September 30, 2015

Budget Information: Wastewater Utility Fund

Contractual: \$20,000 (\$10,000 DEP, \$10,000 local)

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

Task 2b. Construction

2b. Deliverable:

b. Copy of contract(s), Deliverable: Copies of construction contracts, Copy of the construction inspection reports for work and Copy of Contractors payment documentation.

2b. Timeline for completion: September 30, 2015

Budget Information: Wastewater Utility Fund

Contractual: \$34,000

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

3. Task: Purchase and install reclaimed water valving, irrigation and pumping system equipment for one City's facility.

3. Deliverable: Copy of contract(s), Equipment specifications and installation requirements, Photographic documentation showing before and after.

3. Timeline for completion: September 30, 2015

3. Budget Information: Wastewater Utility Fund

3. Equipment \$277,500 (\$219,500 DEP, \$58,000 local)

3. Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

4. Task: Purchase and install collection system SCADA equipment for wastewater collection system remote monitoring.

4. Deliverable: Copy of contract(s), and equipment specifications and installation requirements.

4. Timeline for completion: September 30, 2015

4. Budget Information: Wastewater Utility Fund

4. Equipment \$75,000 (\$75,000 DEP)

4. Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

Change Request Supplemental: The City reviewed six responses received as a result of a request for proposals for a lease, lease/purchase or purchase of property for a utility maintenance facility. The proposals, except one, were for purchase of property ranging from \$400,000 to \$950,000. Staff reviewed the existing building sizes and uses, elevations, as well as the usable land area and other features of each submittal. This review was weighed against our consideration of the need to protect the City's equipment investments as well as required outside maintenance yard and material storage potential for the City's significant maintenance operations obligations.

Although most of these properties have some potential for partial use by the utility department, none of the properties provide the combined requisites for building area, elevation, and land area required for complete operations and maintenance functionality by the City.

Therefore, the City has requested an alternate proposal for the purchase and installation collection system SCADA equipment.

Total Budget by Task and Deliverables: The tasks and deliverables identified here should agree with the tasks and deliverables identified and described above. Identify the deliverables for the tasks as follows: 1a, 1b, etc. Do not list required progress reports and final reports as deliverables as they are required under all agreements and are not project specific.

Tasks		DEP Funding	Local Funds and Source	
			Local Funds	Source of Funds
1	Wastewater Service Connections			Wastewater Utility Fund
1a	Engineering plans	\$55,500	\$40,500	
1b	Contractor payments	\$606,000		
2	Area 7 Wastewater Facility Isolation Valve Equipment			Wastewater Utility Fund
2a	Engineering plans	\$10,000	\$10,000	
2b	Contractor payments	\$34,000		
3	Reclaimed water valves, irrigation pumping system / equipment for facilities including reuse mixing tank	\$219,500	\$58,000	Wastewater Utility Fund
4	Purchase and Install SCADA equipment for wastewater collection system remote monitoring	\$75,000		
Total:		\$1,000,000	\$ 108,500	
Project Total:		\$1,108,500		

**ATTACHMENT A-1
PROJECT WORK PLAN
LP44040**

Project Title:

Marathon Wastewater Utility Operation and Phase One Wastewater Treatment Plant and Collection System Improvements

Project Location:

The project is located in the City of Marathon (the City), Monroe County, Florida. The project positively affects water quality as the City's adjacent nearshore waters include the Florida Bay and Atlantic Ocean within the Florida Keys Areas of Critical State Concern Program. The health of the marine species located within this Area is crucial to maintaining the largest living reef in North America and the tourism that it generates. Therefore the improvements made by the City will eliminate the continued discharge of nutrients considered a direct source of pollution causing the degradation of the nearshore and coastal waters of the Florida Keys.

Project Background:

Project Summary:

The City of Marathon intends to construct wastewater collection system piping and service connections and obtain equipment for properties that were value engineered out of Phase One because they were vacant lots or utility easements were not in place at the original time of construction. Additionally, the City will construct necessary operating facilities as well as extensions to the reclaimed water distribution system.

Justification:

This work will augment the Phase One work performed by the City to construct the Marathon "Wastewater and Stormwater Project" that meet the State mandated advanced wastewater treatment standards eliminating cesspits and septic tanks that contribute to the degradation of the near shore waters and improve our water quality.

In 1999, the Florida Legislature adopted Statute 381.00655 and Section 4, Chapter 99-395, Laws of Florida, *mandating* the responsibility for meeting advanced wastewater treatment standards within the Florida Keys Area of Critical State Concern. Chapter 99-395 was passed requiring all sewage treatment facilities in the Florida Keys to meet strict advanced wastewater treatment effluent standards. These standards are more stringent than any other imposed in the State of Florida, as well as most of the Country, due to the extremely sensitive and valuable environment of the Florida Keys. The mandate was intended to protect public health and the environment, which is home to the largest living reef in North America and protected by the Florida Keys Area of Critical State Concern Program.

Consequently, in 1999 the Florida Legislature mandated local action to eliminate the use of septic systems and cesspits in the Florida Keys. The intent of the State's requirement was to protect the surrounding waters of the uniquely magnificent chain of the Florida Keys islands and

provide a mechanism to treat and dispose of wastewater properly to restore the health and economic vitality of the Keys' marine communities. The goal is to protect these waters and provide a more effective mechanism to treat wastewater and restore the health and economic vitality of the Keys' marine communities.

Therefore, the objective of the City's Project is to cease all wastewater discharges into the City's near shore waters and establish managed wastewater collection and treatment systems capable of meeting the State's advanced wastewater treatment effluent standards. Completion of the Project is an integral part of the City's efforts to provide a comprehensive mechanism to protect and improve water quality for the environment, our visitors, businesses and residents.

The City's program complements the State's Everglades Forever efforts and will help to improve overall water quality for the Everglades and coral reef ecosystems for this and future generations.

Project Description:

1.Task (include criteria used to determine success) : Wastewater Service Connections, Construct minimum of 10 wastewater service connections.

Task 1a. Engineering Services

1a.Deliverable:

a. Engineering Plans. Engineering Plans for wastewater service connection work, Photographic documentation showing before and after, Copy of the construction work evidenced by payment and application documentation.

Timeline for completion: September 30, 2015

Budget Information: \$96,000 Wastewater Utility Fund

Contractual: Professional Services (DEP \$55,500 local \$40,500)

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

Task 1b. Construction

1b.Deliverable:

b. Copy of contract(s), Deliverable: Copies of construction contracts, Copy of the construction inspection reports for work and Copy of Contractors payment documentation.

1b. Timeline for completion: September 30, 2015

Budget Information: Wastewater Utility Fund

Contractual: Construction DEP \$606,000

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

2.Task : Purchase and install wastewater facility pump station and isolation valve equipment at the City's Area 1 & 7 Wastewater Treatment Facilities

Task 2a. Engineering Services

2a.Deliverable:

a. Engineering Plans. Engineering Plans for wastewater service connection work, copy of the work evidenced by payment and application documentation.

Timeline for completion: September 30, 2015

Budget Information: Wastewater Utility Fund

Contractual: \$20,000 (\$10,000 DEP, \$10,000 local)

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

Task 2b. Construction

2b. Deliverable:

b. Copy of contract(s), Deliverable: Copies of construction contracts, Copy of the construction inspection reports for work and Copy of Contractors payment documentation.

2b. Timeline for completion: September 30, 2015

Budget Information: Wastewater Utility Fund

Contractual: \$34,000

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

3. **Task:** Purchase and install reclaimed water valving, irrigation and pumping system equipment for one City's facility.

3. **Deliverable:** Copy of contract(s), Equipment specifications and installation requirements, Photographic documentation showing before and after.

3. **Timeline for completion:** September 30, 2015

3. **Budget Information:** Wastewater Utility Fund

3. **Equipment** \$277,500 (\$219,500 DEP, \$58,000 local)

3. **Performance Standard:** DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

4. **Task:** Purchase and install collection system SCADA equipment for wastewater collection system remote monitoring.

4. **Deliverable:** Copy of contract(s), and equipment specifications and installation requirements.

4. **Timeline for completion:** September 30, 2015

4. **Budget Information:** Wastewater Utility Fund

4. **Equipment** \$75,000 (\$75,000 DEP)

4. **Performance Standard:** DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR ALL MATCH PROVIDED. IF MATCH IS BEING PROVIDED BY AN ENTITY OTHER THAN THE GRANTEE, A LETTER OF COMMITMENT FROM THE ENTITY MUST BE SUBMITTED AND KEPT IN THE FILE. IN KIND MATCH MUST BE CALCULATED AT THE FAIR MARKET VALUE FOR THE WORK BEING CLAIMED.

THIS SHOULD BE DONE FOR EACH TASK AND EACH DELIVERABLE TO BE COMPLETED UNDER THIS AGREEMENT. PAYMENT IS TIED TO THE SUBMITTAL AND ACCEPTANCE OF DELIVERABLES. DELIVERABLES MUST BE QUANTIFIABLE AND MEASURABLE AND THERE MUST BE A PERFORMANCE STANDARD THAT IS SPECIFIC TO THE APPROVAL OF THE DELIVERABLE.

Total Budget by Task and Deliverables: *The tasks and deliverables identified here should agree with the tasks and deliverables identified and described above. Identify the deliverables for the tasks as follows: 1a, 1b, etc. Do not list required progress reports and final reports as deliverables as they are required under all agreements and are not project specific.*

Tasks		DEP Funding	Local Funds and Source	
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1a	Engineering plans	\$55,500	\$40,500	
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2a	Engineering plans	\$10,000	\$10,000	
2b	Contractor payments	\$34,000		
3	Reclaimed water valves, irrigation pumping system / equipment for facilities including reuse mixing tank	\$219,500	\$58,000	Wastewater Utility Fund
4	Purchase and Install SCADA equipment for wastewater collection system remote monitoring	\$75,000		
Total:		\$1,000,000	\$ 108,500	
Project Total:		\$1,108,500		

STATE FINANCIAL ASSISTANCE AGREEMENT
CITY OF MARATHON
DEP AGREEMENT NO. LP44040

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1640C OF THE 2013-2014
GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the CITY OF MARATHON, whose address is 9805 Overseas Highway Marathon, FL 33050 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the Marathon Utility Operation and Phase One Wastewater Treatment Plant Improvements project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall begin upon execution by both Parties and remain in effect until October 31, 2014, inclusive. If work identified in the approved Project Work Plan is completed prior to the end date shown in the first sentence of this paragraph, an amendment will be processed to close out the Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature within the effective period of this Agreement identified above.
3. A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$1,000,000 toward the total estimated project cost of \$1,108,500. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.

B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in Attachment A, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than January 31, 2015, to assure the availability of funds for payment. The Disbursement Request Package must include:

(1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,

(2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,

(3) If construction is included in Attachment A, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (Attachment A), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum

requirements set forth therein. The Disbursement Request Package Form in Attachment B shall be accompanied by supporting documentation and other requirements as follows:

(1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is subject to specific approval of the Department. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment H, Property Reporting Form**.

(3) Other Expenses – e.g., Materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment.

E. In addition to the invoicing requirements contained in paragraph 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. 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).

F. 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>.

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

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the 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. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. Each Party 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.

7. 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.

8. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, 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 after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the 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 after approval by the Department.

A. A CAP shall be submitted within ten (10) business 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) business 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) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's 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 alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the 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 serve to condone, forgive or estop the Department from asserting subsequent 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 the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this 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.

9. 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 pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

10. 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, 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. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. 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 Manager identified in paragraph 17 of this Agreement.

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 G, 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.

12. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business 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 responsible to any subcontractor for any expenses

or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

13. 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 Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

14. 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 providing services to the Department 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, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

17. The Department's Grant Manager for this Agreement is identified below.

Sandy Waters
State Revolving Fund Management
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: (850) 245-8382
Fax: (850) 245-8411
Email: Sandra.waters@dep.state.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

18. The Grantee's Grant Manager for this Agreement is identified below.

Nancy Nuner
City of Marathon
9805 Overseas Highway
Marathon, FL 33050
Phone: 305-289-5101

Fax: 305-289-4123
Email: nunern@ci.marathon.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

19. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's 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 its employees unless such employees are covered by the protection afforded by the Grantee. Any 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 those employees not otherwise protected.

20. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company
Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

21. The Grantee covenants that it presently has no interest and shall not acquire any interest that 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 H**, 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 during the term of this Agreement.

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 its possession for use in connection with this Agreement.

23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. 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, shall require formal amendment to this Agreement.

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, as defined in section 287.134, Florida Statutes, 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. A. The accounting systems for all Grantees must ensure that funds awarded by this grant 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.

B. If the Department finds that these grant 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.

C. If 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.

26. The Grantee is authorized to purchase the land described in Attachment A. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

“By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the “Property”) shall be subject to the terms and conditions contained in that certain Grant Award Agreement (DEP Agreement No. LP44040, which is attached hereto as Exhibit 1 and by reference made a part hereof (hereinafter referred to as the “Restrictive Covenants”). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection shall be deemed a third party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. The Department shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by the Department to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of the Department to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit

Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Monroe County, Florida. Grantee further agrees to give written notice to the Department of the conveyance or transfer of any interest in the Property at least 20 days prior to the date of such conveyance or transfer.”

“Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard MS35, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. LP44040, the total funding amount paid by the State of Florida, the date of acquisition, and the Department’s Grant Manager’s name.”

If for any reason the above referenced language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall be required to execute and record a Declaration of Restrictive Covenants (on a form obtained from the Department of Environmental Protection) that shall run with the title to the Property. Requests for the Declaration of Restrictive Covenants form shall be directed to the DEP Grant Development and Review Manager, Procurement Section, 3900 Commonwealth Boulevard, Suite 235G, Mail Station 93, Tallahassee, Florida 32399-3000.

27. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

28. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF MARATHON

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
City Manager

By: [Signature]
Program Administrator
State Revolving Fund

Date: 10-22-13

Date: OCT 23 2013

FEID No.: 65-0984873

[Signature]
Sandy Waters, DEP Grant Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:
[Signature]
City Attorney

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (4 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Pages)
Attachment	G	Special Audit Requirements (5 Pages)
Attachment	H	Property Reporting Form (1 Page)

**ATTACHMENT A
PROJECT WORK PLAN
CITY OF MARATHON
LP44040**

Project Title: *Provide a brief title for the project proposed.*

Marathon Wastewater Utility Operation and Phase One Wastewater Treatment Plant and Collection System Improvements

Project Location: *Identify the location of the project and include the county/counties involved in the project area. If this project affects water, include the watershed and hydrologic unit code.*

The project is located in the City of Marathon (the City), Monroe County, Florida. The project positively affects water quality as the City's adjacent nearshore waters include the Florida Bay and Atlantic Ocean within the Florida Keys Areas of Critical State Concern Program. The health of the marine species located within this Area is crucial to maintaining the largest living reef in North America and the tourism that it generates. Therefore the improvements made by the City will eliminate the continued discharge of nutrients considered a direct source of pollution causing the degradation of the nearshore and coastal waters of the Florida Keys.

Project Background: *Provide a summary of the project and the justification supporting the need for the Florida Department of Environmental Protection to fund the project.*

Project Summary:

The City of Marathon intends to construct wastewater collection system piping and service connections and obtain equipment for properties that were value engineered out of Phase One because they were vacant lots or utility easements were not in place at the original time of construction. Additionally, the City will construct necessary operating facilities as well as extensions to the reclaimed water distribution system.

Justification:

This work will augment the Phase One work performed by the City to construct the Marathon "Wastewater and Stormwater Project" that meet the State mandated advanced wastewater treatment standards eliminating cesspits and septic tanks that contribute to the degradation of the near shore waters and improve our water quality.

In 1999, the Florida Legislature adopted Statute 381.00655 and Section 4, Chapter 99-395, Laws of Florida, *mandating* the responsibility for meeting advanced wastewater treatment standards within the Florida Keys Area of Critical State Concern. Chapter 99-395 was passed requiring all sewage treatment facilities in the Florida Keys to meet strict advanced wastewater treatment effluent standards. These standards are more stringent than any other imposed in the State of Florida, as well as most of the Country, due to the extremely sensitive and valuable environment of the Florida Keys. The mandate was intended to protect public health and the environment, which is home to the largest living reef in North America and protected by the Florida Keys Area of Critical State Concern Program.

Consequently, in 1999 the Florida Legislature mandated local action to eliminate the use of septic systems and cesspits in the Florida Keys. The intent of the State's requirement was to protect the surrounding waters of the uniquely magnificent chain of the Florida Keys islands and provide a mechanism to treat and dispose of wastewater properly to restore the health and economic vitality of the Keys' marine communities. The goal is to protect these waters and provide a more effective mechanism to treat wastewater and restore the health and economic vitality of the Keys' marine communities.

Therefore, the objective of the City's Project is to cease all wastewater discharges into the City's near shore waters and establish managed wastewater collection and treatment systems capable of meeting the State's advanced wastewater treatment effluent standards. Completion of the Project is an integral part of the City's efforts to provide a comprehensive mechanism to protect and improve water quality for the environment, our visitors, businesses and residents.

The City's program complements the State's Everglades Forever efforts and will help to improve overall water quality for the Everglades and coral reef ecosystems for this and future generations.

Project Description: *Provide a detailed description of the work to be performed for the project. Project descriptions should include specific tasks for the completion of the project, deliverables specific to the tasks (required reports such as progress reports and final reports are not deliverables as they are required by all agreements and are not project specific), estimated timeline for the completion of the tasks and submittal of the deliverables and the criteria that will be used to evaluate the successful completion of the task. The following format is recommended:*

1. Task (include criteria used to determine success) : *Wastewater Service Connections. Construct minimum of 10 wastewater service connections.*

Task 1a. Engineering Services

1a. Deliverable:

a. Engineering Plans. Engineering Plans for wastewater service connection work. Photographic documentation showing before and after, Copy of the construction work evidenced by payment and application documentation.

Timeline for completion: *September 30, 2014*

Budget Information: *\$91,000 Wastewater Utility Fund*

Contractual: Professional Services (DEP \$50,500 local \$40,500)

Performance Standard: *DEP Grant Manager will review supporting documentation to ensure deliverables were presented.*

Task 1b. Construction

1b. Deliverable:

b. Copy of contract(s). Deliverable: Copies of construction contracts. , Copy of the construction inspection reports for work and Copy of Contractors payment documentation.

1b. Timeline for completion: *October 31, 2014*

Budget Information: *Wastewater Utility Fund*

Contractual: Construction DEP \$656,000

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

2.Task : Purchase and install wastewater facility pump station and isolation valve equipment at the City's Area 1 & 7 Wastewater Treatment Facilities

Task 2a. Engineering Services

2a.Deliverable:

a. Engineering Plans. Engineering Plans for wastewater service connection work, copy of the work evidenced by payment and application documentation.

Timeline for completion: September 30, 2014

Budget Information: Wastewater Utility Fund

Contractual: \$20,000 (\$10,000 DEP, \$10,000 local)

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

Task 2b. Construction

2b.Deliverable:

b. Copy of contract(s). Deliverable: Copies of construction contracts. Copy of the construction inspection reports for work and Copy of Contractors payment documentation.

2b. Timeline for completion: October 31, 2014

Budget Information: Wastewater Utility Fund

Contractual: \$34,000

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

3. Task: Purchase and install reclaimed water valving, irrigation and pumping system equipment for at least one of the City's facilities.

3. Deliverable: Copy of contract(s), Equipment specifications and installation requirements, Photographic documentation showing before and after.

3. Timeline for completion: October 31, 2014

3. Budget Information: Wastewater Utility Fund

3. Contractual: Equipment \$45,000

3. Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

4. Task: Lease/purchase agreement for wastewater facility. Execute Lease/Purchase agreement for wastewater facility.

Deliverable: Copy of land or lease purchase contract, governing board resolution for lease purchase with statement for use, survey, and initial lease/purchase payment

Timeline for completion: October 31, 2014

Budget Information: Wastewater Utility Fund

Contractual: Lease payments \$262,500 should this be 204,500?

Performance Standard: DEP Grant Manager will review supporting documentation to ensure deliverables were presented.

NOTE: IF THERE IS MATCH, THE SAME DETAIL MUST BE PROVIDED FOR ALL MATCH PROVIDED. IF MATCH IS BEING PROVIDED BY AN ENTITY OTHER THAN THE GRANTEE, A LETTER OF COMMITMENT FROM THE ENTITY MUST BE SUBMITTED AND KEPT IN THE FILE. IN KIND MATCH MUST BE CALCULATED AT THE FAIR MARKET VALUE FOR THE WORK BEING CLAIMED.

THIS SHOULD BE DONE FOR EACH TASK AND EACH DELIVERABLE TO BE COMPLETED UNDER THIS AGREEMENT. PAYMENT IS TIED TO THE SUBMITTAL AND ACCEPTANCE OF DELIVERABLES. DELIVERABLES MUST BE QUANTIFIABLE AND MEASURABLE AND THERE MUST BE A PERFORMANCE STANDARD THAT IS SPECIFIC TO THE APPROVAL OF THE DELIVERABLE.

Total Budget by Task and Deliverables: *The tasks and deliverables identified here should agree with the tasks and deliverables identified and described above. Identify the deliverables for the tasks as follows: 1a, 1b, etc. Do not list required progress reports and final reports as deliverables as they are required under all agreements and are not project specific.*

Tasks		DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Wastewater Service Connections			Wastewater Utility Fund
1a	Engineering plans	\$50,500	\$40,500	
1b	Contractor payments	\$656,000		
2	Area 7 Wastewater Facility Isolation Valve Equipment			Wastewater Utility Fund
2a	Engineering plans	\$10,000	\$10,000	
2b	Contractor payments	\$34,000		
3	Reclaimed water valves, irrigation pumping system / equipment for facilities	\$45,000		Wastewater Utility Fund
4	Lease/purchase agreement for wastewater facility	\$204,500	\$ 58,000	Wastewater Utility Fund
Total:		\$1,000,000	\$ 108,500	
Project Total:		\$1,108,500		

**ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants**

1. Grantee/Recipient CITY OF MARATHON
 2. Project Number LP44040 Date of Request _____
 3. Disbursement Request Number _____ Required Match % _____
 4. Type of Request: Partial Final
 5. Federal Employer Identification Number _____
 6. Task/Deliverable No. _____
 7. Mail EFT Send Remittance to: _____
-
-
-

Disbursement Details
(cumulative amounts rounded to the nearest dollar)
NOTE: Can only claim expenses in approved budget.

	Amount this Request	Total Cumulative
1. Salaries		
2. Fringe Benefits		
3. Travel		
4. Contractual Services		
5. Equipment		
6. Supplies/Other Expenses		
7. Land		
8. Indirect Charges		
9. Total		
10. Disbursements previously requested		
11. Amount Requested for Disbursement (line 9 minus 10)		

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

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.
- (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.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP###
Grantee Name:	
Grantee Address:	
Grantee's Grant Manager:	Telephone No.:
Reporting Period:	
Project Number and Title:	

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

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

Signature of Grantee's Grant Manager

Date

ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

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	State Appropriation Category

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	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	State Appropriation Category
Original Agreement	General Revenue, Line Item 1640C	2013-2014	37.039	Statewide Surface Water Restoration and Wastewater Projects	140047

Total Award					\$1,000,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT H

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. LP44040
 (For Property With Grantee Assigned Property Control Numbers)

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

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

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

GRANTEE: _____ Grantee's Grant Manager: _____ Date: _____

BELOW FOR DEP USE ONLY	
DEP GRANT MANAGER:	Maintain this document with a copy of the invoices supporting the cost of each item identified above in your Agreement file. If the Agreement is a cost reimbursement Agreement, make sure to send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment.
DEP Grant Manager Signature: _____	Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Agreement.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee will retain ownership of the equipment/property upon satisfactory completion of the Agreement.