

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-66**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AMENDMENT NO. 2 TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. MV097, FOR GRANT FUNDING TO OPERATE AND MAINTAIN THE CITY'S PUMP-OUT EQUIPMENT UNDER FLORIDA'S CLEAN VESSEL ACT; AUTHORIZING THE 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, on April 8th, the City Council approved the first amendment to the Grant Agreement MV097 and retroactively approved the Grant Agreement; and

WHEREAS, the Second Amendment (the "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 Second 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. The City Manager is authorized to execute the 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 24th DAY OF JUNE, 2014.

THE CITY OF MARATHON, FLORIDA


Dick Ramsay, Mayor

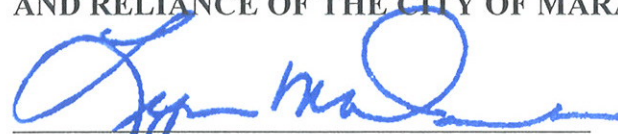
AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

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:


Lynn Danneheisser, City Attorney

DEP AGREEMENT NO. MV097
AMENDMENT NO. 2

THIS AGREEMENT as entered into on the 13th day of November, 2012, and amended on the 14th day of April, 2014, 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, due to clerical errors in Amendment No. 1, an Amendment is needed to transfer funds to the proper tasks; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

- **Attachment A-1, Revised Scope of Work and Conditions**, is hereby deleted in its entirety and replaced with **Attachment A-2, Second Revised Scope of Work and Conditions**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A-1 shall hereinafter refer to **Attachment A-2, Second Revised Scope of Work and Conditions**.

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

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

MICHAEL H. PUTO
Print Name and Title of Authorized Person

Date: 6/27/2014

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: *Paula Ann Phipps for Segelba*
Director, Office of Sustainable Initiatives

Date: 7/7/14

Brenda Leonard
Brenda Leonard, DEP Grant Manager

Scott Hooge
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-2	Second Revised Scope of Work and Conditions (4 Pages)

ATTACHMENT A-2
Clean Vessel Act Grant Program
Second 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: \$115,602.49: Lead Technician at \$14.40/hr., Marina Tech 1 at \$14.50/hr., Marina Tech 2 at \$13.50/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: \$25,432.55 Total: \$141,035.04.

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 contractual services, salaries and fringe benefits, parts and supplies for required maintenance and repairs. Marina Maintenance Tech 3 at \$16.41/hr.; Fringe Benefits: \$2,454.94 Total: \$13,613.74.

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.	\$141,035.04
3. Maintenance and Repair	List of maintenance or repairs made to the equipment and copy of maintenance/repair receipts.	\$15,613.74
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.	\$1,950.03
	Total Project Amount	100% \$168,281.21
	Total Grant Award Amount	75% \$126,210.91
	Total Match Amount	25% \$42,070.30