

**CITY OF MARATHON, FLORIDA
RESOLUTION 2017-19**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, RETROACTIVELY APPROVING AGREEMENT NO. MV245 FOR CVA 16-798 WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN VESSEL ACT GRANT PROGRAM AND AUTHORIZING ACCEPTANCE OF \$57,162.45 IN GRANT FUNDING FOR PUMPOUT EQUIPMENT, OPERATIONS, MAINTENANCE, REPAIRS AND EDUCATIONAL MATERIALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (the “DEP”) administers the Clean Vessel Act (CVA) Grant Program for pumpout and waste dump reception facilities.

WHEREAS, the City of Marathon (the “City”) submitted a grant application to the DEP for funds to apply towards pumpout equipment, operations and maintenance and educational materials; and

WHEREAS, the DEP awarded the City a grant of \$57,162.45 from the CVA Program, which is seventy five percent of the total project costs; and

WHEREAS, the CITY has determined that it is in the best interest of the City to enter into Agreement No. MV245 for CVA 16-798 with the DEP CVA Grant Program to set forth the terms and conditions of the grant funding.

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

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

Section 2. The City Council hereby retroactively approves Agreement No. MV245 for CVA 16-798 between the City and the DEP that is attached as Exhibit “A” hereto.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14TH DAY OF MARCH 2017.


THE CITY OF MARATHON, FLORIDA



Dr. Daniel Zieg, Mayor

AYES: Bartus, Coldiron, Cook, Senmartin, Zieg
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:



David Migut, City Attorney

DEP AGREEMENT NO. MV245

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA CLEAN VESSEL ACT PROGRAM
GRANT AGREEMENT
PURSUANT TO THE U.S. FISH AND WILDLIFE SERVICE GRANT AWARD
PROJECT NO. CVA16-798

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF MARATHON DBA BOOT KEY HARBOR CITY MARINA, whose address is 800 35th Street Ocean, Marathon, Florida 33050 (hereinafter referred to as the "Grantee"), a local government, to provide financial assistance for Clean Vessel Act Grant; CVA16-798, City of Marathon dba Boot Key Harbor City Marina, (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee may also be referred to as "Parties" or individually as "Party."

WHEREAS, the Department is the recipient of federal financial assistance from the Department of Interior (DOI), U.S. Fish and Wildlife Service (USFWS) through Grant Agreement No. F14AP00978 for the purposes of administering Florida's Clean Vessel Act (CVA) Program pursuant to the federal Clean Vessel Act of 1992, Section 5604 (hereinafter the "Act"); and,

WHEREAS, in accordance with the CVA Grant Program (CFDA 15.616), the Grantee is a subrecipient of CVA funds in order to conduct the Project which provides protection to sensitive areas and waterways from recreational boat sewage; and

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

I. TERMS OF AGREEMENT:

- A. The Agreement shall be performed in accordance with the Federal CVA Grant Program Guidelines (50 Code of Federal Regulations (CFR) Parts 80 and 85) which are hereby incorporated by reference as if fully set forth herein. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.
- B. The Grantee agrees to conduct the Project, in accordance with the terms and conditions set forth in this Agreement, the **Scope of Work and Conditions**, provided as **Attachment A**, and all exhibits and attachments referenced herein and made a part hereof.
- C. If the Project includes the purchase and/or repair of equipment (\$1,000 or more), then the Grantee must make Project facilities available to the boating public for a minimum of five (5) years after the Project completion date set forth in paragraph 2.A. of this Agreement.
- D. In the event of a change in ownership, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change in ownership occurs, and the Grantee is required to notify the new owner of this Agreement, the obligation to continue maintenance, operations and reporting for the remaining life of this Agreement. The "Bill of Sale" or other official document transferring ownership shall include these Agreement requirements. Any change in

ownership will require an amendment to this Agreement. Should the new owner refuse to assume the obligations as set forth in this Agreement, the original Grantee shall reimburse the Department for the value of the equipment purchased under this Agreement as specified in 2 CFR §200.313.

- E. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a Project's compliance with all pertinent federal environmental laws. By executing this Agreement, the Department certifies that a site visit has been conducted, either pursuant to the application or when the permit was issued for the existing facility, when applicable, by qualified Department personnel to verify and document that the Project activities and location of the work described in **Attachment A** meet the categorical exclusion criteria under NEPA and that activities conducted as a result of this Agreement will have no impact on any species listed in the NEPA criteria. The Department will maintain appropriate documentation in its files, in accordance with the conditions of the Department's source grant agreement with the USFWS.

2. PERIOD OF AGREEMENT:

- A. This Agreement shall begin upon execution by both Parties and shall remain in effect for a period of five (5) years following the Project completion date in order for the Grantee to comply with the reporting requirements identified in paragraph 5 of this Agreement. The Project completion date, that is, the date by which all work under this Agreement must be completed, is April 2, 2018. The Grantee shall be eligible for reimbursement for work performed on or after October 1, 2016 through the Project completion date.
- B. The Grantee may claim allowable Project expenditures made on or after the date of execution for purposes of meeting its match requirement identified in paragraph 3.A.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$57,162.45 towards the Total Project Cost of \$76,216.60 as described in **Attachment A, Scope of Work and Conditions**. The Parties hereto understand and agree that this Agreement requires at least a twenty-five percent (25%) match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$19,054.15 through cash or third party in-kind towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. This Agreement may be amended to provide for additional services if additional funding is made available by the USFWS and/or the State of Florida Legislature.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost-reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadiv/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a final invoice to the Department no later than the Project completion date set forth in paragraph 2.A., to assure the availability of funds for final payment. All work performed pursuant to **Attachment A** must be performed on or before the Project completion date. Each payment request submitted shall document all matching funds and/or match efforts (i.e., with in-kind services) providing during the period covered by each request. All match shall meet the federal requirements established in 2 CFR §200.306 and other federal statutory requirements, as applicable. The final payment will not be processed until the match requirement has been met.
- D. The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The **Payment Request Summary Form (Attachment B)** shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement and/or allowable match shall be limited to the following budget categories:
- i. **Salaries/Wages** – Salaries/Wages shall document hourly rate of direct pay, excluding multipliers (listed below and including, but not limited to, healthcare costs, retirement benefits, FICA, etc.). List personnel involved, position classification, salary rates and hours spent on the Project in accordance with **Attachment A, Scope of Work and Conditions**. Additionally, the Grantee may document these expenditures for meeting its match requirements.
 - ii. **Overhead/Indirect/General and Administrative Costs** –The Grantee shall not be reimbursed for and cannot claim match for any multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) under the terms and conditions of this Agreement, and this restriction shall apply to all subcontractors and lower tier transactions.
 - iii. **Contractual Services (Subcontractors)** – The Grantee shall not be reimbursed for and cannot claim match for contractual expenses under the terms and conditions of this Agreement.
 - iv. **Travel** –The Grantee shall not be reimbursed for and cannot claim match for travel expenses under the terms and conditions of this Agreement.
 - v. **Equipment** –Reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment G, Property Reporting Form**. Additionally, the Grantee may document these expenditures for meeting its match requirements.
 - vi. **Rental/Lease of Equipment** –The Grantee shall not be reimbursed for and cannot claim match for the rental or lease of equipment under the terms and conditions of this Agreement.

vii. Miscellaneous/Other Expenses --For example, materials, supplies, reproduction, signage, educational and instructional materials, and other allowable expenses must be documented by itemizing and including copies of receipts or invoices. The Grantee may also document these expenditures for meeting its match requirements. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse or allow as match any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- E. In addition to the invoicing requirements contained in paragraphs 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), if applicable. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures; allowable costs and uniform administrative requirements for Federal Programs can be found under 2 CFR Part 200 and 2 CFR Part 1402, at <http://www.ecfr.gov>.
- F. For the purchase of goods or services costing more than \$2,500 and less than \$35,000 the Grantee shall obtain at least two (2) written quotes. The quotes must be submitted to the Department for review and approval of the quote amount prior to the commencement of any work under this Agreement. Written quotes shall be for items that are alike in function, operation and purpose. A written explanation must be provided whenever the Grantee proposes the use of a vendor quoting other than the lowest price. The Department has the right to reject all quotes and require additional documentation supporting the anticipated Project costs. The Department shall make no reimbursement from grant funds until this documentation has been provided and approved. For any purchase over \$35,000 and less than the current federal simplified acquisition threshold, as set forth in the Federal Acquisition Regulations, 48 CFR §2.101, the Grantee shall follow its own documented procurement methods, available upon request, to ensure a reasonable and fair price in accordance with 2 CFR §200.320 and the intent of 287.057, F.S. The purchase of goods or services costing more than the current federal simplified acquisition threshold must be conducted in accordance with 2 CFR §200.320(c)-(f).
- G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Education Institutions	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
For-profit organization other than a (1) hospital, or (2) educational institute.	48 CFR Part 31, Contract Cost Principles and Procedures

- H. Pursuant to 2 CFR §200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only

items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- I.
 - i. The Grantee's accounting systems must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- J. Because of the federal funds awarded under this Agreement, the Grantee must comply with *The Federal Funding Accountability and Transparency Act (FFATA) of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the availability of funding and grants from the USFWS. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department, if State of Florida Legislative appropriations are reduced or eliminated. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws. In addition, the Department's performance and obligation to pay under this Agreement is also contingent upon federal funding appropriations and grants.

5. **REPORTS AND PROGRAM REQUIREMENTS:**

- A. The Grantee shall submit progress reports, on the form provided as **Attachment D, Progress Report Form**, on a quarterly basis until the Project completion date identified in paragraph 2.A. Progress reports shall describe the work performed during each quarter from the date of execution to the Project completion date, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. It is hereby understood and agreed by the Parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. Reports shall be submitted to the Department's Grant Manager no later than fifteen (15) calendar days following the completion of the quarterly reporting period. The Department's Grant Manager shall have thirty (30) calendar days to review deliverables submitted by the Grantee.
- B. Some CVA-funded projects have a five (5) year reporting requirement. If required by **Attachment A**, the Grantee shall provide a quarterly pumpout report (available online at: http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm and hereby incorporated by reference) in accordance with the requirements and timeframes set forth in **Attachment A**.
- C. 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 require prior written cost justification approval by the Department. If pumpout fees are collected, such proceeds shall be accounted for, and must be deducted from any reimbursement requests submitted by the Grantee for expenses associated with conducting operations and maintenance activities. An accounting of all fees collected will be provided on the quarterly pumpout report described above.
- D. If the direct and/or indirect purchase of equipment is authorized under paragraph 22 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the project is open and available for use by the public. Project must be designated complete prior to release of final reimbursement. In order to certify completion, the Grantee shall submit a completed and signed Pumpout Project Certification of Completion (available online at http://www.dep.state.fl.us/cleanmarina/CVA/documents/certificate_completion.pdf, and hereby incorporated by reference) with final invoice to the Department.

8. **PROGRAM CREDITING AND SIGNAGE:**

The Grantee should display the appropriate pumpout symbol on facilities, such as pumpout and portable toilet dump stations, or on printed material or other visual representations relating to Project accomplishments or education/information (50 CFR §85.43 and 50 CFR §85.47). Signage specifications, crediting text and links to required logos can be found online: <http://www.dep.state.fl.us/cleanmarina/CVA/signs.htm>.

- A. If specified in **Attachment A**, the following signage is required:
 - i. One (1) three foot (3') by four foot (4') sign of the International Pumpout Symbol to be located on a dock or on land facing the waterway and clearly visible to boaters.

- ii. One (1) informational sign, to be posted in a clearly visible location adjacent to the pumpout equipment, must state: fees, restrictions, hours of operation, operating instructions, an operator name and phone number, emergency phone numbers for reporting service problems, and 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."

- B. If required by **Attachment A**, all other printed materials or visual representations related to the Project, including education and instructional materials 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."

9. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or Agreement.

10. DEFAULT/TERMINATION/FORCE MAJEURE:

- 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 or if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect. 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. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise; that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

- D. This Agreement may be terminated by the Department if written confirmation is received from the Grantee that the pumpout vessel or the pumpout equipment has been destroyed by an act of nature.
- E. This Agreement may be terminated by the Department if the Grantee fails to comply with the reporting requirements associated with this Agreement, as specified in paragraph 5 of this Agreement, or any previous and/or other current agreement with the Department. The Department shall apply any and all financial consequences and/or legal remedies available under the CVA program and/or in law for violations of the reporting requirements.

11. REMEDIES/FINANCIAL CONSEQUENCES:

- A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform subject to paragraph 10 of this Agreement, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

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

- B. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions.
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Agreement.
- iv. Withhold further awards for the Project or program.
- v. Request return to the Department of any equipment purchased with grant funds that has not been properly disposed of in accordance with the federal property management requirements set forth in 2 CFR Part 200, Subpart D (§§200.310 through 200.309).
- vi. Take other remedies that may be legally available.
- vii. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
 - a. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable.
 - b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

- C. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

12. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, the U.S. Fish and Wildlife Service, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
- D. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- E. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

13. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit I to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit I** 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 I**, the Grantee shall notify the Department's Grant Manager listed in paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit I** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 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.dfgs.com/MSaa>
- C. 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.

14. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, and except for those sub-grants or sub-contracts referenced in paragraph 14.C., which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Grantee agrees to comply with the procurement requirements contained in 2 CFR §200.317 through 2 CFR §200.326 for its selection of subcontractors, with the exception of the procurement thresholds, which are provided in paragraph 3.F of this Agreement.
- C. The Grantee and/or the subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the U.S. Department of Interior (DOI) and/or other Federal department, agency, or instrumentality without the Department's prior written approval.
- D. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

- E. In accordance with 2 CFR §200.321, the Grantee and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible. The DOI encourages non-federal entities to utilize small businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Grantee and its subcontractors may use the services and assistance, as appropriate, of such organization as the Small Business Administration (<https://www.sba.gov>) and the Minority Business Development Agency (MBDA) within the Department of Commerce (<http://www.mbda.gov>).

15. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

16. LOBBYING PROHIBITION:

The Grantee agrees to comply with and include in subcontracts and subgrants, the following provisions:

- A. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- B. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- C. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

- D. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
- E. If this Agreement is for more than \$100,000, and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **Attachment F, Standard Form-LLL, "Disclosure of Lobbying Activities"** (attached hereto and made a part hereof, if applicable), in accordance with the instructions. If this Agreement is for \$100,000 or less, then **Attachment F** shall not be required and shall be intentionally excluded from this Agreement.
- F. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the State of Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

17. **COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

18. **NOTICE:**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 19.

19. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below.

Deneka Smith or Successor	
Florida Department of Environmental Protection	
Office of Sustainable Initiatives	
3900 Commonwealth Boulevard, MS#30	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2171
Fax No.:	1(866) 340-4683
E-mail Address:	deneka.smith@dep.state.fl.us

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The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) at the time of execution for this Agreement is identified below.

Katrina Spelker or Successor	
City of Marathon	
Boot Key Harbor Marina	
800 35 th Street Ocean	
Marathon, Florida 33050	
Telephone No.:	305-289-8877
E-mail Address:	spelkerk@citymarathon.fl.us

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

20. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial 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) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
- i. Workers' Compensation Insurance is required for all employees connected with the work of this project. 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 proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, 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 any of its contractors. 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 Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owep/dllhwc/lsc/ontac.htm>) or to the parties' insurance carrier.

21. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

22. EQUIPMENT:

The purchase of nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the such personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment G, Property Reporting Form**, and forward it along with the appropriate invoice(s) to the Department's Grant Manager. The following terms shall apply:

- A. The Grantee shall comply with all federal equipment requirements set forth in 2 CFR §200.313, including property management and reporting requirements pursuant to 2 CFR §200.313(d).
- B. The Grantee shall have use of the nonexpendable and/or nonconsumable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- C. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable and/or nonconsumable personal property or equipment in good operating condition.
- D. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable and/or nonconsumable personal property or equipment purchased with state and/or federal funds and held in Grantee's possession for use in a contractual arrangement with the Department.

23. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

24. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications,

standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment H, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

25. DISCRIMINATION:

- A. The Grantee agrees to comply with the provisions of 43 CFR Part 17 "Nondiscrimination in Federally Assisted Programs of the Department of Interior." 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. Facilities or programs that receive federal financial assistance, may not, directly or through contractual or other arrangements, deny service or accessibility based on the grounds of race, color, national origin, disability, or age.
- C. Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Upon certification of completion the Project shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other conditions, and without regard to residency of the user in another political subdivision.
- D. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., 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 posts 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.
- E. Grantee agrees to comply with the Americans With Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- F. Grantee must identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

26. DEBARMENT/SUSPENSION:

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 CFR Part 1400), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the Grantee shall certify before entering into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the U.S. Fish and Wildlife Service to the Department. The prospective lower tier participant shall certify it is not excluded or disqualified by, (a) Checking SAM Exclusions; or (b) Collecting a certification from that person; or (c) Adding a clause or a condition to the covered transaction with that person, and such prospective participant shall attach an explanation to this

Agreement. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement

27. **COPYRIGHT, PATENT AND TRADEMARK:**

The USFWS and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
- B. Any rights of copyright to which a Grantee, subgrantee or a contractor purchases ownership with grant support.

28. **LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

29. **CONTRACT PROVISIONS AND REGULATIONS:**

The Grantee agrees to comply with, and include as appropriate in subcontracts and subgrants, the provisions contained in **Attachment I, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment J, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

30. **PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

31. **PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us or at the mailing address below.

**Department of Environment Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399**

32. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting

activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

33. **EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

34. **SEVERABILITY CLAUSE:**

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.

35. **ENTIRE AGREEMENT:**

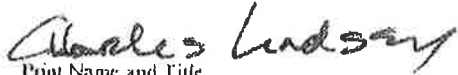
This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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


CITY OF MARATHON DBA BOOT KEY
HARBOR CITY MARINA

By: 
Signature of Person Authorized to Sign


Print Name and Title

Date: 1-29-17

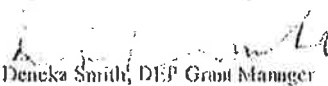
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Secretary or designee

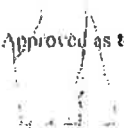

Print Name and Title, Deputy Chief of Staff

Date: 1/29/17

FEID No. 65-0984873


Deneka Smith, DEP Grant Manager

Approved as to form and legality:


DEP Attorney

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	<u>A</u>	Scope of Work and Conditions (4 Pages)
Attachment	<u>B</u>	Grant Payment/Match Request Form (2 Pages)
Attachment	<u>C</u>	Contract Payment Requirements (1 Page)
Attachment	<u>D</u>	Progress Report Form (1 Page)
Attachment	<u>E</u>	Special Audit Requirements (5 Pages)
Attachment	<u>F</u>	Attachment Intentionally Excluded
Attachment	<u>G</u>	Property Reporting Form (1 Page)
Attachment	<u>H</u>	Attachment Intentionally Excluded
Attachment	<u>I</u>	Contract Provisions (5 Pages)
Attachment	<u>J</u>	Regulations (1 Page)

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

PURPOSE

The primary goal of the Clean Vessel Act (CVA) is to reduce overboard sewage discharge from recreational boats by providing pumpout and dump stations for recreational boaters to dispose of human waste in an environmentally safe manner. The purpose of the CVA Grant Program ("Program") is to establish or restore pumpout facilities that are operational and accessible to the general boating public for the useful life of the facilities. The Program also provides educational materials for boaters on the hazards of boater sewage, when applicable.

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

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

Project Required Submittals and Requirements

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

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

including the use of flow meters as may be necessary, informational/educational materials on pumpout operation and assurances that the pumpout facility, pumpout vessel, or dump station will be used solely for the collection of recreational boat sewage.

- C. In addition to the submittal requirements identified above, the Grantee is required to submit Quarterly Pumpout Reports (http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm) when one or both of the following apply:
1. As described in the Tasks/Deliverables below, when the Project includes the purchase and/or installation of pumpout equipment, the Grantee is responsible for submitting Quarterly Pumpout Reports for a period of five (5) years. The five (5) year reporting period begins upon the receipt of the Certificate of Completion and submittal of the final invoice, and the Quarterly Pumpout Reports are due every quarter thereafter for the next five (5) years.
 2. As described in the Tasks/Deliverables below, when the Project includes operations and/or maintenance and repair, the Grantee is responsible for submitting Quarterly Pumpout Reports every quarter beginning upon execution of this Agreement, more specifically the first quarter of operations, through the Project completion date identified in paragraph 2.A. of this Agreement.

TASKS/DELIVERABLES

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

Permits

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

Task 1. Equipment Purchase.

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

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

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

Task Deadline: January 31, 2018

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

Task 2. Operations of Equipment.

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

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

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

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

Task Deadline: January 31, 2018

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

Task 3. Maintenance and Repair.

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

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

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

Task Deadline: January 31, 2018

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

Task 4. Education and Instructional Materials.

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

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

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

Task Deadline: January 31, 2018

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

CVA TASK BUDGET TABLE:

Tasks	Allowable Budget Categories	Total Project (100%)	Grant Award Amount (75%)	Grantee Match Amount (25%)
1. Equipment Purchase	Equipment	\$8,476.20	\$6,357.15	\$2,119.05
2. Operations of Equipment	Salaries/Wages	\$58,832.40	\$44,124.30	\$14,708.10
3. Maintenance and Repair	Miscellaneous/ Other Expenses	\$4,200.00	\$3,150.00	\$1,050.00
	Salaries/Wages	\$3,708.00	\$2,781.00	\$927.00
4. Education and Instructional Materials	Miscellaneous/Other Expenses	\$1,000.00	\$750.00	\$250.00
Total Grant Award Amount (no greater than 75%)			\$57,162.45	
Total Match Amount (no less than 25%)				\$19,054.15
Total Project (100%):		\$76,216.60		

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

Task No.	Position Title/Classification	Rate/Hour	Total Hours	Maximum Amount (Rate x Hours)
2	Marina Technician #1	\$16.00	450	\$7,200.00
	Marina Technician #2	\$18.54	1200	\$22,248.00
	Marina Technician #3	\$16.00	450	\$7,200.00
	Marina Technician #4	\$18.54	1100	\$20,394.00
	Assistant Port Director	\$22.38	40	\$895.20
	Port Director	\$22.38	40	\$895.20
3	Maintenance Worker	\$18.54	200	\$3,708.00

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

Category Totals	Grant Funding, Not to Exceed, \$	Match Funding
Equipment Total	\$6,357.15	\$2,119.05
Salaries / Wages Total	\$46,905.30	\$15,635.10
Miscellaneous/ Other Expenses Total	\$3,900.00	\$1,300.00
Total:	\$57,162.45	\$19,054.15
Total Project Cost:	\$76,216.60	
Percentage Match:	75%	25%

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**ATTACHMENT B
GRANT PAYMENT/MATCH REQUEST**

City of Marathon dba Boot Key City Marina MV245 CVA16-798

DEP Program: Clean Vessel Act Grant Program

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

	TOTAL PROJECT (100% of costs)
Permits	\$ _____
Site Preparation	\$ _____
Renovation	\$ _____
Equipment Purchase	\$ _____
Equipment Installation	\$ _____
Operations of Equipment	\$ _____
Maintenance and Repair	\$ _____
Sewage Hauling	\$ _____
Pumpout Signage	\$ _____
Education and Instructional Materials	\$ _____
TOTAL PROJECT	\$ _____
25% Grantee match	\$ _____
75% reimbursable to Grantee	\$ _____

All match shall meet the federal requirements established in 2 CFR §200.306 and other federal statutory requirements, as applicable. The final payment will not be processed until the match requirement has been met. Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

GRANTEE CERTIFICATION

Complete the Grantee's Certification of Payment/Match Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

**ATTACHMENT B
GRANT PAYMENT/MATCH REQUEST**

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

_____, do hereby certify for
(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____

that:

- The disbursement amount requested is for allowable costs for the project described in **Attachment A** of the Agreement.
- 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 the Agreement.
- 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.

Check all that apply below:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

I attest that documentation has been and will be maintained as required by this Agreement to support the amounts reported above and is available for audit upon request. I attest that all expenditures prior to this request have been made and are true and accurate and are only for the purposes as described in Clean Vessel Act Grant Project Agreement No. MV245. I further attest, that City of Marathon dba Boot Key Harbor City Marina has complied with the terms and conditions of this Agreement.

Grantee's Project Manager Signature

Date

Print Name and Title

ATTACHMENT C

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

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

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

- (1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means. N/A under this Agreement.
- (4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable. N/A under this Agreement.
- (6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown. N/A under this Agreement.

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.flds.com/andlr/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	MV245		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
Provide a summary of project accomplishments to date.			
Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., copies of permits, photographs, etc.)			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. MV245 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

Print Name and Title

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 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 \$750,000 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/lsaa> 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.myflorida.com/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 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) 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/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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 one of the following addresses:

By Mail:

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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 one of the following addresses:

By Mail:

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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, as revised, and 2 CFR Part 200, Subpart F, 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, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Interior, U.S. Fish and Wildlife Service	15.616	Clean Vessel Act	\$57,162.45	140122

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

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

Total Award					\$57,162.45	
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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) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fidfs.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 G
Florida Department of Environmental Protection
PROPERTY REPORTING FORM FOR
DEP AGREEMENT NO. _____

Required Signatures: Adobe Signature or Original Ink

CONTRACTOR/GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$1,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title, 5) purchase date, 6) cost, 7) share of that cost, 8) location/address, 9) use and condition, 10) any ultimate disposition data including date of disposal and sale price.

Description	Serial No./ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant Funds	Location/ Address	Use and Condition	Disposition (if sold, include sale price)
<i>Ex. Rainfall Gauge</i>	<i>12345</i>	<i>Bid</i>	<i>Grantee</i>	<i>MM/DD/YYYY</i>	<i>\$1,000/unit</i>	<i>100%</i>	<i>Project Site- 123 Main Street, Tallahassee, FL</i>	<i>New- Rainfall Measurements</i>	<i>Permanently installed at project site</i>

CONTRACTOR/GRANTEE:	Contract/Project/Grant Manager:	Date:
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BELOW FOR DEP USE ONLY	
DEP MANAGER:	Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's/Contractor's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your contract file. Refer to DEP Directive 320 for Property Guidelines.
DEP Manager Signature and Date:	

ATTACHMENT I Contract Provisions

The Department, as a recipient or pass-through entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (Title 2 Code of Federal Regulations (CFR) Part 200), and all associated terms and conditions. All contracts/agreements awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

NONDISCRIMINATION

1. **Equal Employment Opportunity** – All contracts shall contain a provision requiring compliance with Presidential Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as amended by Presidential E.O. 13672, "Further Amendments Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Compliance with all Federal statutes relating to nondiscrimination** – These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Presidential E.O. 13166 (68 Federal Register (FR) 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons, (j) Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made; (k) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities; (l) compliance with Parts II and III of Presidential E.O. 11246 (30 FR 12319, 1965), as amended by Presidential E.O.s 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that Presidential E.O. and Department of Labor regulations implementing Presidential E.O. 11246 (41 CFR §60-1.4(b), 1991), and the requirements of any other nondiscrimination statute(s) that may apply.

ADMINISTRATIVE

3. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or

repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** – When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$25,000 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
7. **Debarment and Suspension (E.O.s 12549 and 12689)** – No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
8. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** – That provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
9. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** – That limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

10. **Rights to Inventions Made Under a Contract or Agreement** – Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a Federal award are determined by the Bayh-Dole Act, Public Law No. 96-517, as amended, and as codified in 35 U.S.C. §200 *et seq.* The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 CFR Part 401 and in particular, in the standard patent rights clause in 37 CFR §401.14, which is hereby incorporated by reference into this award.
11. **Clean Air Act (42 U.S.C. 7401 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*)(Clean Water Act), and E.O. 11738 (“Providing for administration for the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”** – Non-federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. 7401 *et seq.*), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*) and E.O. 11738 (38 FR 25161), and shall not use a facility on the Environmental Protection Agency’s (EPA) List of Violating Facilities (this list is incorporated into the Excluded Parties List System located at www.sam.gov/portal/public/SAM/) in performing any award that is nonexempt under 2 CFR Part 1532, and shall notify the Federal awarding agency, in writing, if it intends to use such a facility or if it knows that a facility has been recommended to be placed on the List.
12. **Presidential E.O. 13268 (“Termination of Emergency with Respect to the Taliban and Amendment of E.O. 13224”), Presidential E.O. 13284 (“Amendment of Executive Orders, and Other Actions, in Connection with the Establishment of the Department of Homeland Security”) and Presidential E.O. 13371 (“Amendment to Executive Order 13285, Relating to the President’s Council on Service and Civic Participation”)** – Requires actions to block and prohibit transactions with people who commit, threaten to commit, or support terrorism. Applicants for federal financial assistance, any proposed subgrantees and contractors cannot be on the searchable list of excluded parties in the System for Award Management (SAM).
13. **Pursuant to Departmental Manual 305 DM 3 (DOI) and Service Manual 212 FW 7 (USFWS) “Scientific Integrity and Scholarly Conduct”** – All management and public policy decisions are required to be based only on science and scholarly work that meets certain standards. All Grantees are subject to a code of conduct when performing scientific or scholarly work, and when applicable, “The Grantee must ensure quality services. Service must consist of unbiased assessments through proper management and enforcement of scientific integrity standards, which include avoiding conflicts of interest.”
14. **Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS) “Deposit of Publications Produced under Grants”** – Any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior’s Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?jd=1671>.
15. **Compliance with the Drug Free Workplace Act** – The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)” published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
16. **Compliance with the Buy American Act (41 U.S.C. 10a-10c) as implemented by Part 25, Federal Acquisition Regulation (FAR)** – By accepting funds under this Agreement, the Grantee agrees to comply with the “Buy American Act.” The Grantee should review the provisions of the Act and the FAR guidelines to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

17. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** – By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)). The TVPA of 2000 authorizes the termination of financial assistance without penalty, if any non-Federal entity engages in certain activities related to trafficking in persons. The award term required by 2 CFR §175.15(b) is hereby incorporated.
18. **Registrations and Identification Information** – The Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
19. **41 U.S.C. §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection** – This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.
 - (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
20. **41 U.S.C. §6306, Prohibition of Members of Congress Making Contracts with Federal Government** – No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.
21. **Presidential E.O. 13513, Federal Leadership on Reducing Text Messaging while Driving** – Recipients are encouraged to not engage in text messaging when driving a vehicle while conducting activities funded under this award.

ENVIRONMENTAL

22. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Federal assistance for any project that the EPA determines may contaminate a sole source aquifer so as to threaten public health are prohibited under the Safe Drinking Water Act, as amended.
23. **Compliance with Section 404 of the Clean Water Act of 1977, as amended (33 U.S.C. 1344)** – Project activities that would result in discharge of dredged or fill material into U.S. waters, including tributaries to navigable waters and wetlands are subject to Army Corps of Engineers and EPA oversight, and permitting and regulatory requirements.
24. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** – That requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
25. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy

- Act of 1969 (P.L. 91-190) and Presidential Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) protection of coastal barrier resources pursuant to the Coastal Barriers Resources Act, as amended by the Coastal Barrier Improvement Act of 1990, as amended (16 U.S.C. 3501); and (j) prohibition of any funding actions that spread, introduce, or promote introduction of invasive species that may cause economic or environmental harm or harm to human health pursuant to Presidential E.O.s 13112 and 11987.
26. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*)** – Related to protecting components or potential components of the national wild and scenic rivers system.
 27. **Compliance with the Rivers and Harbors Act, of 1899, Section 10, as amended (33 U.S.C. 401 *et seq.*)** related to the construction of any structure in or over any navigable water of the U.S., the excavation or deposition of material in these waters, or any obstruction or alteration in navigable waters.
 28. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).**
 29. **Compliance with P.L. 93-348** – Regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 30. **Care and Use of Live Vertebrate Animals** – Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 CFR Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance.
 31. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*)** – That prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 32. **Compliance with the mandatory standards and policies relating to energy efficiency** – That are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 33. **Integrated Pest Management** – The Wildlife and Sport Fish Restoration Program encourages all Grantees to comply with all of their State laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funds associated with a Wildlife and Sport Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as your State implements it.

**ATTACHMENT J
REGULATIONS**

Formal regulations concerning administrative procedures for U.S. Department of Interior (DOI) grants appear in Title 43 of the Code of Federal Regulations (CFR), 2 CFR 200, and 2 CFR 1400 through 1499. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.

General	
43 CFR 9	Intergovernmental Review of DOI programs and activities
43 CFR 17	Nondiscrimination in federally assisted programs of the DOI
Grants and Other Federal Assistance	
2 CFR 200 and 1402	Uniform administrative requirements, cost principles, and audit requirements for federal awards
2 CFR 1401	Requirements for drug-free workplace (financial assistance)
43 CFR 18	New restrictions on lobbying
Other Federal Regulations	
2 CFR 1400	Nonprocurement Debarment and Suspension
48 CFR 31	Contract Cost Principles and Procedures (For Profit Organizations)
Office of Management and Budget Circulars	
2 CFR Part 200	Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII
2 CFR Part 200, Subpart F	Audit Requirements
Accounting Standards	
Governmental Entities	Subject to accounting standards established by the Government Accounting Standards Board (GASB)
Private Sector or Individuals	Subject to generally accepted accounting principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA), as applicable

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

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

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

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

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

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

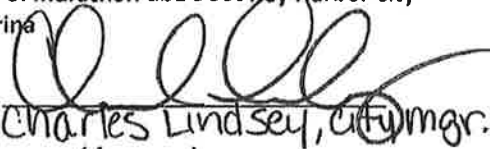
NOW THEREFORE, the parties agree as follows:

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

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

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

City of Marathon dba Boot Key Harbor City
Marina

By: 
Charles Lindsey, City Mgr.

Date: 4/26/18

Florida Department of
Environmental Protection

By: 

Date: 4/30/18

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

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

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

PURPOSE

The primary goal of the Clean Vessel Act (CVA) is to reduce overboard sewage discharge from recreational boats by providing pumpout and dump stations for recreational boaters to dispose of human waste in an environmentally safe manner. The purpose of the CVA Grant Program ("Program") is to establish or restore pumpout facilities that are operational and accessible to the general boating public for the useful life of the facilities. The Program also provides educational materials for boaters on the hazards of boater sewage, when applicable.

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

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

Project Required Submittals and Requirements

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

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

operation and assurances that the pumpout facility, pumpout vessel, or dump station will be used solely for the collection of recreational boat sewage.

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

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

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

TASKS/DELIVERABLES

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

Permits

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

Task 1. Equipment Purchase.

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

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

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

Task Deadline: July 3, 2019

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

Task 2. Operations of Equipment.

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

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

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

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

Task Deadline: July 3, 2019

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

Task 3. Maintenance and Repair.

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

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

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

Task Deadline: July 3, 2019

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

Task 4. Education and Instructional Materials.

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

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

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

Task Deadline: July 3, 2019

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

CVA TASK BUDGET TABLE:

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

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

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

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

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

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