

RESOLUTION NO. 12-189

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN VESSEL ACT GRANT PROGRAM PROJECT AGREEMENT" (DEP AGREEMENT NO. MV 078 for CVA 12-643) BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING FOR THE PURCHASE AND INSTALLATION OF TWO MARINE SANITATION SYSTEMS FOR WAHOO AND KINGFISH PIERS AT THE CITY MARINA AT GARRISON BIGHT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Florida Department of Environmental Protection Clean Vessel Act Grant Program Project Agreement" between the City and the State of Florida Department of Environmental Protection is hereby approved.

Section 2: That the City Manager is hereby authorized to execute the grant agreement on behalf of the City of Key West.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 5th day of June, 2012.

Authenticated by the presiding officer and Clerk of the Commission on June 5, 2012.

Filed with the Clerk June 6, 2012.

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

  
\_\_\_\_\_  
CRAIG CATES, MAYOR



# Executive Summary

**To:** Jim Scholl, City Manager

**From:** David Hawthorne, Marilyn Wilbarger

**Date:** May 15, 2012

**Re:** Sewer Pump-out on Kingfish and Wahoo Piers at City Marina

## **ACTION ITEM**

The purpose of this item is to receive approval to accept \$69,367.65 in grant funding from the Department of Environmental Protection Clean Vessel Act to help fund the purchase and installation of two marine sanitation systems for Wahoo and Kingfish piers utilizing Keco brand peristaltic pumps, piping and all related hardware.

## **PROJECT BACKGROUND**

Pump out stations that allow the tenants to remove sewer waste from their vessels while in their slip already exist on all the live-aboard docks and Amberjack Pier on Charter Boat Row. This project will add pump-out capability to all the transient slips on Wahoo and Kingfish piers. The Department of Environmental Protection Clean Vessel Act Grant will fund 75 percent of the pump out equipment and hardware including installation of the two systems, one for Wahoo Pier and one for Kingfish Pier.

The City of Key West would have to make the initial purchase of equipment and installation totaling \$92,490.19. Upon completion of the project the Clean Vessel Act Grant would reimburse 75% of the cost of installation and equipment totaling \$69,367.65. This would leave 25 percent of the total cost as the match totaling \$23,122.54 to be paid for by City Marina @ Garrison Bight.

City Marina @ Garrison Bight applied for \$69,367.65 in grant funding from the Clean Vessel Act Grant. The grant funding was approved the DEP on May 2<sup>nd</sup> 2012. A contract between the City of Key West and The Department of Environmental Protection finalizing the grant is attached to this item for City Commission approval.

The City of Key West would be obligated to follow grant guidelines for the duration of the grant term (5) years. Those guidelines are monitoring and reporting to the State the amount of sewage pumped quarterly and a cap on what can be charged for pumping out each vessel at the City Marina. The cap for a pump out is \$5 per boat.

## **PURPOSE & JUSTIFICATION**

The purpose of installing these pump-out systems is to make sewer pump-out available and assessable to the boats docked on the floating transient piers. By installing them now 75% of the cost will be reimbursed with grant money.

## **OPTIONS**

1. The City Commission can approve the contract for grant funding from the Department of Environmental Protection Clean Vessel Act to offset the cost for the purchase and installation of the new pump out systems for Wahoo and Kingfish piers.
2. The City Commission may elect not to approve the contract for grant funding from the Department of Environmental Protection Clean Vessel Act to offset the cost for the purchase and installation of the new pump out systems for Wahoo and Kingfish piers.

## **ADVANTAGES**

- The installation of the two new pump-out sewer systems would be a huge step toward making City Marina 100% dockside pump out compliant on all slips in the City Marina @ Garrison Bight.
- The Department of Environmental Protection Clean Vessel Act grant will cover 75 % of the cost of the equipment and installation of the two new sewer systems for Wahoo and Kingfish pier.
- Currently boats on Kingfish and Wahoo Piers are being pumped out by the Key West pump-out boat.
- The new sanitation systems are the newest technology on the market.
- The new sanitation system will enhance the marina and help it fall in line with good environmental practices in keeping The Department of Environmental Protection "Clean Marina" status and the goal of protecting near shore waters and the environment.

## **DISADVANTAGES**

- The City of Key West will be bound to grant guidelines for (5) years, affected by the terms are price regulation. (these grant guidelines are negligible)

## **FINANCIAL ISSUES**

The City of Key West's City Marina would have to pay for the project up front for a total of \$92,490.19. \$50,000 dollars is budgeted in 413 7551 575 6400 leaving a difference of \$42,490.90 that will need to come out of reserves 413 7552 575 9800. City Marina will be reimbursed \$69,367.65 from the Department of Environmental Protection when the project is finished. City Marina will pay \$23,122.54 out of its budget towards the project.

## **RECOMMENDATION**

Staff recommends that the City Commission approves the grant funding from the Department of Environmental Protection Clean Vessel Act to offset the cost to purchase and install sewer pump-out systems for Wahoo and Kingfish piers.



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Jennifer Carroll  
Deputy Governor

Frankie L. Maynard Jr.  
Secretary

June 13, 2012

Mr. David Hawthorne  
City Marina at Garrison Bight  
1800 N Roosevelt Blvd.  
Key West, FL 33040

RE: CVA12-643 MV078—Project Agreement has been *executed*. Project Agreement and Grant Award Package are enclosed.

Dear Mr. Hawthorne:

Congratulations! Your contract for a new vessel has been executed as of June 12, 2012, and you may now begin your project. Your total grant award amount is \$69,780.14 (75% of the Total Project Amount). Enclosed are one original executed Clean Vessel Act Grant Agreement, and a Grant Award Package with the Florida Department of Environmental Protection.

**Please note before any work can begin, all local permits and DEP permits, as may be applicable, must be obtained. There can be no reimbursement from grant funds without this documentation and prior approval.**

During your agreement period a Progress Report and Quarterly Pumpout Report is due to this office at the end of each quarter. The quarters are: March, June, September, and December. The Progress Report is Attachment D of your agreement. Please make copies of Attachment D and send to this office at the end of each quarter. Both forms are in your Grant Award Package.

Your project completion deadline is August 17, 2013 and your final invoice along with accompanying paperwork and photos must be submitted no later than August 31, 2013.

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

Mr. David Hawthorne  
June 13, 2012  
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documenting the completed installation of the pumpout project as well as photos of the installed signage.

Additionally, for a period of **five years after project completion**, you are required to keep a log sheet of gallons pumped, and records of any fees charged for the pumpout service. This information is to be submitted to our Department quarterly. Quarterly pumpout forms are included in the Grant Award Package and may also be located on the CVA website listed below, and submitted to our office via email, mail, or fax.

[http://www.dep.state.fl.us/cleanmarina/CVA/quarterly\\_pumpout.htm](http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm)

Enclosed in your Grant Award Package, please review and retain the following instructions and forms. Several of the forms are to be completed and sent back to our office when you are ready to submit a payment reimbursement:

- **Clean Vessel Act Grant Package Instructions**
- **Progress Report Form** - *This is Attachment D to your contract, and due every 3 months until the project is complete (make copies).*
- **Project Signage requirements, samples, and manufactures**
- **Checklist for Processing CVA Payments form**
- **Certification of Completion form** *(to be submitted with your Final reimbursement invoice).*
- **Grant Payment/Match Request forms** - *This is Attachment B of your contract and is to be submitted with each reimbursement invoice (make copies).*
- **Sample Operational Plan**
- **Quarterly Pumpout Submission form**
- **Sample Pumpout Log**
- **DEP District List**
- **Federal Law Part 85**

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

Sincerely,



Brenda Leonard  
Program Manager  
Clean Vessel Act Grant Program

Enclosures  
BL/pg

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLEAN VESSEL ACT GRANT PROGRAM**

**DEP Agreement No: MV078  
For CVA 12-643**

**PROJECT AGREEMENT**

THIS AGREEMENT is entered into 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" or "DEP") and the CITY OF KEY WEST, whose address is City Marina at Garrison Bight, 1800 N. Roosevelt Boulevard, Key West, Florida 33040 (hereinafter referred to as the "Grantee" or "Recipient"), a Florida local government, to conduct Clean Vessel Act Grant; CVA 12-643, City of Key West, approved under the Clean Vessel Act Grant Program (CFDA 15.616).

WHEREAS, the Department is the recipient of federal financial assistance from the Department of Interior, U.S. Fish and Wildlife Service; and,

WHEREAS, as the result of this Agreement the Grantee has been determined to be a subrecipient of federal financial assistance from the U.S. Fish and Wildlife Service.

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:

1. The Agreement shall be performed in accordance with Public Law 102-587, Subtitle F, the Clean Vessel Act of 1992, and the Federal Clean Vessel Act Grant Program Guidelines (50 CFR Parts 80 and 85), which are hereby incorporated by reference as if fully set forth herein.
2. The Grantee agrees to conduct the project known as the Clean Vessel Act Grant; CVA 12-643, City of Key West, 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.
3. By executing this Agreement, the Department certifies that a site visit has been conducted by 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 the National Environmental Policy Act (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 the site visit documentation in its files in Tallahassee in accordance with the conditions of the Department's source grant agreement with the U.S. Fish and Wildlife Service.
4.
  - A. This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of five (5) years from the date of project completion for the reporting requirements as identified in paragraph 7 of this Agreement. The Grantee must make project facilities available to the boating public for a minimum of five (5) years after the completion date of the project established above. However, it is understood and agreed that the Project shall be completed on or before August 17, 2013.
  - B. 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 and operations as well as reporting for the remaining life of this Agreement prior to the change. The "Bill of Sale" or other official document transferring ownership shall include these grant 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 as specified in 43 CFR, Part 12.72.
5.
  - 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 an amount not to exceed \$69,780.14



toward all eligible costs associated with the Project as described in **Attachment A, Scope of Work and Conditions**. Prior written approval from the Department's Grant Manager shall be required for task amount changes between approved tasks that do not exceed up to 10% of the total budget amount. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the U.S. Fish and Wildlife Service and/or the Florida Legislature.

- B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B, Grant Payment/Match Request Form**, an invoice, and supporting documentation. Supporting Documentation shall include an invoice on the Grantee's letterhead clearly marked as invoice; an itemized listing (by category) of all expenditures claimed, including the dates of service. Receipts and cancelled checks clearly reflecting the dates of service and back-up documentation, including any subcontractor invoices if applicable, shall be available upon request. The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. Invoices for the deliverables described in **Attachment A** must explicitly reference the deliverables and the grant award amounts associated with each deliverable. Periodic payments of project costs are allowed under this Agreement but must be tied to the submittal of a deliverable. The Grantee shall submit a final invoice to the Department no later than **August 31, 2013**, to assure the availability of funds for final payment. The final invoice shall be accompanied by a completed and signed Project Completion Form to be provided by the Department, an Operational Plan as described in the Operations section of **Attachment A** of this Agreement, a copy of the operational log required under Condition 8 of the Operations section of **Attachment A**, a photograph of the completed pumpout installation as well as a photograph of the pumpout logo sign and informational sign. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.) Upon approval and payment of the final invoice, any funds remaining under this Agreement will be unencumbered. No travel expenses are authorized under the terms of this Agreement.
- C. 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. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/gadir/reference%5Fguide> and allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix B of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- D. The Grantee shall obtain at least two written quotes for the purchase of goods or services costing more than \$2,500 and less than \$100,000 and submit said quotes 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. An explanation will be required whenever the Grantee elects to use the vendor quoting other than the lowest price. The Department has the right to reject all quotes and require additional documentation supporting the projected Project costs. The Department shall make no reimbursement from grant funds until this documentation has been provided and approved. Any purchase over \$100,000 shall comply with the procurement requirements described in 43 CFR 12.76.
- E. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be

given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

- F. The parties hereto understand and agree that this Agreement requires a cost sharing or match in the form of cash or third party in-kind, on the part of the Grantee. The match expended by the Grantee shall be at least 25% of the total amount actually expended on the Project. All cost sharing/match shall meet the federal requirements established in 43 CFR, Part 12 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220).
- 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.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization including an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74- Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

- H. 1. 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.
2. 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.
3. 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.
6. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

7.
  - A. The Grantee shall submit progress reports on a quarterly basis until the Project completion date identified in paragraph 4.A. Progress reports shall describe the work performed, 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. The Grantee shall utilize **Attachment D, Progress Report Form**, for submitting its progress report. Reports shall be submitted to the Department's Grant Manager no later than fifteen (15) 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. The Grantee shall submit quarterly, the gallons pumped, fees collected, vessels pumped, number of out of state vessels, and maintenance costs. This information shall be submitted to the Department on the form provided at: [http://www.dep.state.fl.us/cleanmarina/CVA/quarterly\\_pumpout.htm](http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm) for a period of five (5) years following the Project completion date identified in paragraph 4.A. This form shall be submitted quarterly to the Department's Grant Manager no later than fifteen (15) days following the last day of the reporting quarter beginning with the quarter during which the completion of the construction or installation of equipment occurred.
8. The Grantee shall save and hold harmless and indemnify the State of Florida, the Department and the U.S. Fish and Wildlife Service, against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Grantee, his subcontractor, or any of the employees, agents or representatives of the Grantee or subcontractor to the extent allowed by law.
9.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
  - C. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
  - 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.
10. 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, as appropriate for the circumstances.
  - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
  - B. 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.
  - C. Wholly or partly suspend or terminate this Agreement.
  - D. Withhold further awards for the project or program.
  - E. Take other remedies that may be legally available.
  - F. 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.

1. 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 noncancellable.
  2. 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.
- G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12349 and 12689.
11. 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 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 years following final disposition.
12. 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 1 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 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 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 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_\_\_210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- <https://apps.fldfi.com/tsaa>
- 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.
- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

13.
  - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be 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.
  - B. 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.
  - A. The Grantee agrees to follow the affirmative steps identified in 43 C.F.R. 12 for its selection of subcontractors and retain records documenting compliance.
  - D. This Agreement is neither intended nor shall it be construed to grant any rights, privileges, or interest in any third party without the mutual written agreement of the parties hereto.
  - E. This Agreement is an exclusive grant and may not be assigned in whole without the written approval of the Department.
14.
  - A. 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.
  - B. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients certify accordingly.
  - C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - D. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
15. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
16. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or delivered in person to the Grant Managers at the addresses below.

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

Brenda Leonard	
Florida Department of Environmental Protection	
Office of Sustainable Initiatives	
3900 Commonwealth Boulevard, MS#30	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2847
Fax No.:	(850) 245-2159
E-mail Address:	Brenda.Leonard@dep.state.fl.us

18. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below. The Department must be notified in writing of any change in this information within thirty (30) days.

David Hawthorne	
City of Key West	
City Marina at Garrison Bight	
1800 N. Roosevelt Boulevard	
Key West, Florida 33040	
Telephone No.:	(305) 809-3982
Fax No.:	(305) 293-6477
E-mail Address:	dhawthor@keywestcity.com

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
20. The Grantee warrants and represents that it is self-funded for liability 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.
21. 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. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment G, Property Reporting Form, DEP 55-212**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
  - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
  - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

23. A. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timelines within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, or a change in ownership shall require formal amendment to this Agreement, and will not be eligible for processing through the change order procedures described above.
- B. In the event of a change in the Grant Manager for the Grantee or for the Department, each party will notify the other party in writing of such change within thirty (30) days after the change becomes effective. The notice shall be sent from the Grantee's representative authorized to execute agreements to the Department's Grant Manager. The Department's Grant Manager will transmit a copy of such change to the Department's Procurement Office and the Contract Disbursement Office for inclusion in the Agreement file.
24. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
25. In accordance with Executive Order 12549, Debarment and Suspension (2 CFR 1400), the Grantee 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 not knowingly enter 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, 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.
26. The U.S. Fish and Wildlife Service 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.
27. Land acquisition is not authorized under the terms of this Agreement.
28. A 3 x 4 foot sign of the International Pumpout Symbol shall be placed on a dock or on land, facing the waterway and easily visible to the boaters. Sign specifications can be found at the following link: <http://wsfrprograms.fws.gov/Subpages/Toolkit/files/fasymb.pdf>. In addition, informational signage stating fees, hours of operation, instructions, and operator name and telephone number shall be posted in a clearly visible location. The sign shall have posted emergency phone numbers for reporting service problems and shall include the following statement:

"Funded in part by the U.S. Fish and Wildlife Service, Clean Vessel Act through the Florida Department of Environmental Protection."

29. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment H, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment I, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.
30. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
31. 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 KEY WEST

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]  
Signature of Person Authorized to Sign

By: [Signature]  
Director, Office of Sustainable Initiatives

J. K. SCHOLL CITY MANAGER  
Print Name and Title of Authorized Person

Date: 6/12/12

Date: 06 JUN 2012

[Signature]  
Brenda Leonard, DEP Grant Manager

FEID No.59-6000346

[Signature]  
DEP Contracts Administrator

Approved as to form and legality:

[Signature]  
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)
<u>Attachment</u>	<u>A</u>	<u>Scope of Work and Conditions (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Grant Payment/Match Request Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Certification of Applicability to Single Audit Act Reporting (1 Page)</u>
<u>Attachment</u>	<u>G</u>	<u>Property Reporting Form (1 Page) if applicable</u>
<u>Attachment</u>	<u>H</u>	<u>Contract Provisions (4 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>Regulations (1 Page)</u>

**ATTACHMENT A**  
**Clean Vessel Act Grant Program**  
**Scope of Work and Conditions**  
**INSTALLATION OF PUMPOUT STATION**

**PURPOSE**

The purpose of the Clean Vessel Act Grant Program is to establish or restore pumpout facilities that are operational and accessible to the general boating public for the useful life of the facilities. The purpose of these conditions is to ensure compliance with 50 CFR Part 85, Subpart D - Conditions on Use/Acceptance of Funds, for the Agreement period, including the five (5) year reporting period extending beyond the date of equipment installation or construction completion. These conditions cover pumpout facilities and equipment purchased with Clean Vessel Act Grant funds.

This is a cost reimbursement Agreement with matching requirement based on the amount actually paid by the Department to the Grantee. The Department agrees to pay the Grantee, on a cost reimbursement basis, a grant award in an amount not to exceed \$69,780.14 for satisfactory completion of the project outlined herein and the Grantee agrees to undertake the project as described and submitted by the Grantee in the Grant Application, CVA12-643, and provide a minimum 25% non-federal matching funds. The project is located at 1800 N Roosevelt Boulevard, Key West, Florida 33040.

**CONDITIONS OF THE PROJECT AGREEMENT**

**Project Reimbursement**

1. The Grantee shall obtain all required permits and approvals prior to commencement of the project. A grant award is not an indication of permissibility of a project. A Site Visit/Permit Verification Form, completed by the Department District Office shall be on file with the Department Grant Manager before invoices will be processed for payment.
2. Match documentation shall be provided in accordance with instructions and on Attachment B, Grant Payment/Match Request Form. Any credit for the match by the Grantee shall be based on forms completed and documented to the satisfaction of the Department.
3. Grantee invoices must be accompanied by all required documents as outlined in Paragraphs 5.B. through 5.E. of the Project Agreement. The Department shall have thirty (30) days to review and approve all invoices and reports. Upon review and approval of each Grant Payment/Match Request Form and required documents, the Department will process the request for payment.
4. The final request shall be accompanied by a completed and signed Pumpout Project Certification of Completion Form to be provided by the Clean Vessel Act Grant Program as part of the grant award package mailed to grantee. A copy of the Pumpout Station Operational Plan, a copy of the Pumpout Log, and photographs of the installed pumpout project including required signage.

**Project Requirements**

1. Pumpout facilities will be designed and operated in accordance with state and local health regulations.
2. Each pumpout facility or dump station funded under this Project Agreement shall be open and available to the recreational boating public. Each pumpout facility, pumpout vessel, or dump station shall be operated, maintained, and continue to be reasonably accessible to all recreational vessels for the full five year period as described and set forth in Paragraph 4.A. of the Project Agreement.
3. The Grantee will conduct operations of the pumpout facility, pumpout vessel, or dump stations under a Pumpout Station Operational Plan that specifies hours of operation, maintenance principles, methods in determining volume of material pumped including the use of flow meters as may be necessary,

informational/educational materials on pumpout operation and assurances that the pumpout facility, pumpout vessel, or dump station will be used solely for the collection of recreational boat sewage. Pumpout vessels are to be used solely for the collection and hauling of recreational boat sewage. This plan will be submitted to the Department with the Pumpout Project Certification of Completion.

4. The location of each pumpout facility, pumpout vessel, or dump station will be continually identified through informational markers using the International Pumpout Symbol on a sign of at least three feet by four feet (3 x 4') in size. Any informational markers should be located on a dock or on land clearly visible from the waterway. Any informational markers located in the waters of the state shall be with prior approval of the Florida Fish and Wildlife Conservation Commission as required by permitting procedures established by Florida Statutes and the Florida Administrative Code.
5. Informational placards stating fees, hours of operations, instructions, and operator name and telephone number shall be posted in a clearly visible location at the pumpout location. The placard shall have posted emergency phone numbers for reporting service problems and shall include the following statement:

**Funded in part by the U. S. Fish and Wildlife Service, Clean Vessel Act through the Florida Department of Environmental Protection.**

6. Pumpout facilities, pumpout vessels, or dump station services will be provided free of charge or for a fee not to exceed \$5 per vessel. Fees greater than \$5 requires prior written cost justification approval by the Department. If fees are collected, such proceeds shall be accounted for, and used by the operator exclusively to defray operation and maintenance costs of the pumpout equipment and associated materials. Fee accounting will be provided with the quarterly log described below.
7. The pumpout facility operator shall maintain a pumpout log to be submitted to the Department the first day of each calendar quarter following the quarter during which completion of construction or installation of equipment occurred. The log shall document use of the equipment by number of pumpout services events, gallons pumped, number of out of state vessels pumped, fees charged, and maintenance, labor, or other operational costs incurred. Volume of sewage handled must be determined as described in the approved pumpout station operational plan.
8. The Grantee shall provide marine sanitation and pumpout information for boat owners and training for pumpout operators. These services may be provided through such methods as informational materials, on-site instruction or audio-visual methods by the marina owner/operator, equipment vendors, harbormaster or local government personnel.

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## TASKS/DELIVERABLES FOR PROJECT REIMBURSEMENT

The following is a schedule of tasks/deliverables and budget detail for the completion of the tasks required to complete this project. Prior written approval from the Department's Grant Manager shall be required for changes between approved task amounts that do not exceed 10% of the total budget amount of this Agreement. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. No reimbursement will be made that exceeds the grant award amount. An increase in funding or a completion date extension will require a formal written amendment to this Agreement.

The grant award amount to be provided by the Department is based on the amount recommended and approved by the Department for this specific project. The dollars expended by the Grantee, or in-kind effort by a third party on behalf of the Grantee, shall be at least 25% of the total cost of this project. If third party match will be claimed, the Grantee must submit a letter from the third party that identifies the match source and submit it to the Department for prior approval.

- 1. Equipment Purchase:** The Grantee will purchase authorized pumpout equipment. Equipment purchase and equipment installation may be included on one invoice. This project is for 2 pumpout units.  
**Deliverable:** Dated photograph of pumpout equipment purchased and a copy of paid invoice and delivery receipt.  
**Performance Standard:** Documentation will be reviewed to verify authorized equipment has been purchased.  
**Financial Consequence:** Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and/or denial of match claim.  
**Completion Date:** After agreement execution and before project completion date of August 17, 2013.  
**Budget:** Allowable costs for this task are for equipment.
- 2. Equipment Installation:** The Grantee will be responsible for ensuring proper installation of the equipment purchased. This includes materials and labor for installing plumbing and electrical service for pumpout equipment. This includes costs for engineering plans and project planning by contractor.  
**Deliverable:** Dated photographs of installed pumpout equipment and written certification from the Grantee that the equipment is operating properly. Written certification can be in the form of an email or letter.  
**Performance Standard:** Dated photographs of installed equipment and certification statement will be reviewed to ensure equipment has been installed.  
**Financial Consequence:** Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and/or denial of match claim.  
**Completion Date:** After agreement execution, receipt of any required permits, and prior to project completion date of August 17, 2013.  
**Budget:** Allowable costs for this task are for contractual services for the installation of the pumpout.
- 3. Pumpout Signage:** The Grantee will install the signage required in paragraph 4 of this attachment under Project Requirements. Signage will be installed in two locations.  
**Deliverable:** Photographs of the installed signage showing the pumpout logo sign, equipment instructional sign and Pumpout information sign with accrediting information.  
**Performance Standard:** Photographs will be reviewed to ensure signage requirements are met.  
**Financial Consequence:** Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and/or denial of match claim.  
**Completion Date:** After agreement execution and prior project completion date of August 17, 2013.  
**Budget:** Allowable costs for this task are for miscellaneous signage costs.
- 4. Education and Instructional Materials:** The Grantee will provide educational and instructional materials to be distributed to recreational boaters on the effects of sewage in the waterways.  
**Deliverable:** Copies of brochures or handout information about the Clean Vessel Act, effects of sewage in waterways, and the equipment available for public use.

**Performance Standard:** Educational materials will be reviewed to insure they address programmatic topics.

**Financial Consequence:** Failure to meet the performance standard above will result in the rejection of the invoice for reimbursement and/or denial of match claim.

**Completion Date:** After agreement execution and before project completion date of August 17, 2013.

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

**Approved Tasks/Deliverables and Amounts**

<b>Tasks</b>	<b>Detail/Deliverables</b>	<b>Total Project Amount (100%)</b>
Equipment Purchase	Pumpout or waste receptacle equipment and delivery.	\$27,850.00
Equipment Installation	Plumbing, electrical, supplies, and labor.	\$64,640.18
Pumpout Signage	Operation instruction, information and pumpout logo signs, as required.	\$300.00
Education and Instructional Materials	Brochures or handout information about the Clean Vessel Act, effects of sewage in waterways, and the equipment available for public use.	\$250.00
	<b>Total Project Amount</b>	<b>100%</b> <b>\$93,040.18</b>
	<b>Total Grant Award Amount</b>	<b>75%</b> <b>\$69,780.14</b>
	<b>Total Match Amount</b>	<b>25%</b> <b>\$23,260.04</b>

**ATTACHMENT B  
GRANT PAYMENT/MATCH REQUEST**

City of Key West.

MV078

CVA 12-643

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**

Permitting	\$ <u>N/A</u>
Construction	<u>N/A</u>
Renovation	<u>N/A</u>
Equipment Purchase	_____
Equipment Installation	_____
Operations	<u>N/A</u>
Maintenance and Repair	<u>N/A</u>
Sewage Hauling	<u>N/A</u>
Pumpout Signage	_____
Education and Instructional Materials	_____
<b>TOTAL PROJECT</b>	\$ _____
25% Grantee match	\$ _____
75% reimbursable to Grantee	\$ _____

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. MV078. I further attest, that The City of Key West has complied with the terms and conditions of this Agreement.

\_\_\_\_\_  
Grantee's Project Manager

\_\_\_\_\_  
Date

## 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.dfs.com/audit/reference\\_guide.htm](http://www.dfs.com/audit/reference_guide.htm)

**ATTACHMENT D**  
**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	MV078		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Quarterly Reporting Period:</b>			
<b>Project Number and Title:</b>			
<b>Provide a summary of project accomplishments to date.</b>			
<b>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</b>			
<b>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.)</b>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. MV078 and accurately reflects the activities and costs associated with the subject project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date



**ATTACHMENT E**  
**SPECIAL AUDIT REQUIREMENTS**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this 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 \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://apps.fldfs.com/fcaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section 320 (c), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

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

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

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

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

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

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

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

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

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

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

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

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

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**EXHIBIT - 1**

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

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of the Interior	15.616	Clean Vessel Act Grant Program	\$69,780.14	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

<b>Total Award</b>					<b>\$69,780.14</b>
--------------------	--	--	--	--	--------------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) (<http://12-46-245.173.cdn.usdoj.gov/efile/efile.com/isaal/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 F**

**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING**

Grantee's Name:

Grantee Fiscal Year Period: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ \_\_\_\_\_

**CERTIFICATION STATEMENT:**

I hereby certify that the above information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Position Title

**INSTRUCTIONS FOR COMPLETING THE ATTACHMENT**

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

**NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).**

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.**

\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.**

\$ \_\_\_\_\_

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

## CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

### FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

**Answer:** No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

**Answer:** Yes, you can fax the Certification form, the fax number is 850/243-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

**Answer:** You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

**Answer:** No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

**Answer:** No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

**Answer:** Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2<sup>nd</sup> notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

**Answer:** Yes, you can submit them by Email to [Debbie\\_skelton@dep.state.fl.us](mailto:Debbie_skelton@dep.state.fl.us)



**ATTACHMENT G**  
**PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. MV078**  
**(For Property With Grantee/Contractor Assigned Property Control Numbers)**

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

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

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

GRANTEE/CONTRACTOR: \_\_\_\_\_ Grantee's/Contractor's Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**BELOW FOR DEP USE ONLY**

**DEP CONTRACT MANAGER:** \_\_\_\_\_  
 MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## ATTACHMENT H Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with 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 supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 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.
3. **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 \$2000 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.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 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.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - 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 the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **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.
8. **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.
9. **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).
10. **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 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) 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; (f) 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; (g) 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; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **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.
12. **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.

13. **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.**
14. **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 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); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).**
15. **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.**
16. **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.).**
17. **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.**
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.**
19. **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.**
20. **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).**
21. **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. § 792) 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.
22. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act 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.
23. **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).
24. **Registrations and Identification Information.** The Grantee agrees to maintain current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active projects funded with federal funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dad.com](http://www.dad.com)) is one of the requirements for registration in the Central Contractor Registration.

25. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act 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.

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**ATTACHMENT I  
REGULATIONS**

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

<b>General</b>	
43 C.F.R. 17	Nondiscrimination in federally assisted programs of the DOI
<b>Grants and Other Federal Assistance</b>	
43 C.F.R. 12	Subpart A -- Administrative and Audit Requirements and Cost Principles for Assistance Programs
43 C.F.R. 12	Subpart C - Uniform administrative requirements for grants and cooperative agreements to state and local governments
43 C.F.R. 12	Subpart F - Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
43 C.F.R. 18	New restrictions on lobbying
43 C.F.R. 43	Government wide requirements for drug-free workplace
<b>Other Federal Regulations</b>	
2 C.F.R. 1400	Suspension and Debarment
48 C.F.R. 31	Contract Cost Principles and Procedures
<b>Office of Management and Budget Circulars</b>	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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Florida Department of Environmental Protection  
 Clean Vessel Act Grant Program  
 3900 Commonwealth Blvd MS 30  
 Tallahassee, FL 32399  
 850-245-2100  
 www.dep.state.fl.us/cleanmarina/cva

**Grant Award Agreement Package and Instructions**

Congratulations! Enclosed is your original Project Agreement fully signed which now allows you to proceed with your project.

**Site Visits during project**

Although a site visit may have already been conducted before the project agreement is executed, it may be necessary for DEP staff to visit the pumpout project site more than once during the project phase. This is usually done when there is major re-construction being done at a marina and/or if a new marina is being constructed.

**Site Visit/Permit  
Verification Form**

Department of Environmental Protection Clean Vessel Act Grant Program Site Visit/Permit Verification Form			
Date:	District:	County:	
Facility:	Zoning:		Neighborhood:
Project type:	Boat	Disruptive:	Installation:
Port/Keel:	Plumbing/metal:	Electrical/marine:	
Waste disposal method:	To approved wastewater treatment facility To on-site sewage treatment system To an approved dock To holding tank and transported to permitted wastewater treatment facility		
Proposed project location:	Mooring dock	Newly constructed dock	Upland (on land)
If new piping and electrical are needed for this project, indicate location:	On dock	Under dock	Under deck on top of sea floor
Other location:	Under dock beneath sea floor	Upland (piped and buried on land)	
Other (explain):			
Unimpaired Lands Lease #	Dev. Response Permit #		
<p>The validity of any permit or lease agreement, specific to the materials or the purpose of the activity listed above is required by the Department of Environmental Protection upon obtaining:</p>			
Wastewater Permitting:	Unimpaired Lands & Stormwater Resource Permitting:		
If no permit required, check here:	If no permit or lease modification required, check here:		
District Coordinator Signature	Printed Name	Date	
Comments:			
<p>Please attach any supporting documentation such as photographs of proposed project and project plans.</p>			

It is the grantee's responsibility to ensure that all permits have been acquired for the pumpout project prior to beginning any work. The Clean Vessel Act Grant Program office will send a Site Visit/Permit Verification Form to the DEP District Office. The DEP district representative will conduct a site visit and verify all permits are in place and complete this form and submit it to this office.

**Written Quotes**

Prior to beginning any work requiring the use of goods or services over \$2,500, two (2) written quotes must be obtained and submitted to the Department. The Department shall make no reimbursement from grant funds without this documentation. The written quotes must be for items alike in function, operation and purpose. For example, if a diaphragm pump is selected, then written quotes from at least two vendors must be obtained for diaphragm pumps, **not one**

for diaphragm, one for peristaltic and one for a vacuum pump. While the purpose is similar, these units operate differently and are not comparable in cost. The same applies for electrical, plumbing, and other installation and construction services. A written explanation of justification will be required whenever the vendor with the lowest price is not selected.

**ATTACHMENT D  
PROGRESS REPORT FORM**

<b>DEP Agreement No. 15804</b>	
City of Jacksonville	1 Yearbook St. 1
Project Number and Date	
Provide a summary of project accomplishments to date.	
Provide an update on the remaining time for completion of the project and an explanation for any anticipated delays.	
Identify values, and attach copies of, any relevant visual products being submitted for the project for this reporting period (e.g., reports of permits, photographs, etc.)	
<small>This report is submitted in accordance with the reporting requirements of DEP Agreement No. 15804, and accurately reflects the activities and costs associated with the subject project.</small>	
Signature of Contractor/Client Manager	Date

DEP Agreement No. 15804 Attachment D Page 1 of 1

### Progress Report Form

A quarterly progress report should be submitted to DEP at the end of each quarter until the project is complete as follows: March 31, June 30, Sept 30, and December 31. The report can be in the form of an email, fax, phone call, or done by filling out the Progress Report Form. This form is attachment "D" of your grant award agreement. If the project is completed prior to the indicated date the report does not need to be filed. The Certification of Completion Form serves as a final progress report.

[http://www.dep.state.fl.us/cleanmarina/CA/documents/progress\\_report.pdf](http://www.dep.state.fl.us/cleanmarina/CA/documents/progress_report.pdf)

## PUMPOUT SIGNAGE AT YOUR FACILITY

### Project Signage requirements, samples, and manufacturers

Part of your pumpout project will be to purchase at minimum two (2) signs to display at your facility. The Federal Clean Vessel Act grant program requires that appropriate informational signs be installed at participating marinas receiving grant funding for pumpout stations. Signs must meet federal guidelines for size and color. **EXCEPTION:** If installing signs on a pumpout vessel, the signs should be large enough to be easily seen from a distance.

Signage should **NOT** be installed in the waterway without obtaining a permit through Florida Fish and Wildlife Conservation Commission. A **SPECIAL, GENERAL PERMIT HAS BEEN ISSUED FOR THE PUMPOUT SIGNS WHICH, ARE TO BE USED ON DOCKS ONLY.** No permit is required for sign placed on the land. For more information pertaining to signs, please refer to the Fish and Wildlife Conservation Commission website:

FWC Boating & Waterways Issues

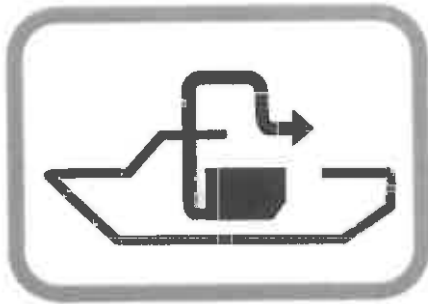
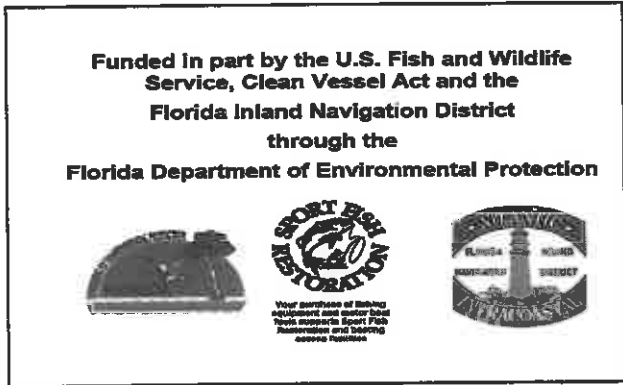
[http://myfwc.com/RECREATION/boat\\_waterways\\_index.htm](http://myfwc.com/RECREATION/boat_waterways_index.htm)





Sign should be 1' or larger  
Suggested Color Scheme:  
White background with black letters

Sign 1: CVA Informational Placard sign gives pumpout equipment information to the boater. Such information should indicate hours of operation, operating instructions, fees, restrictions, and a contact name with telephone number. The logos of funding sources must also be displayed on this sign. The statement, "FUNDED IN PART BY THE U.S. FISH AND WILDLIFE SERVICE AND THE CLEAN VESSEL ACT THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION" AND THE FLORIDA INLAND NAVIGATIONAL DISTRICT (IF APPLICABLE), must also be on the sign. Typically, these signs are installed near the pumpout equipment but may also be displayed in another area. For example:



Sign 2: The second sign should be a large CVA Logo 3' x 4' sign installed on the dock or bulkhead displayed facing the waterway. This sign should be positioned so that it can be seen by boaters from the waterway.

The pumpout symbol is black, with white background, and the border is international orange. There is no standard for the black and white, but use black and white colors, not shades. The standards for the international orange color are as follows: For day boards (signs), use reflective international orange film. For paint, use international orange conforming to FED-STD 595B, chip number 12197 in daylight conditions. For inks use Pantone Matching System color chart 179C. The symbol sign should use reflective film or paint, or should be illuminated so it is viewable at night. All signage with the state shall be at least 3' x 4' and the size of the display area shall be no smaller than 1 foot in height and shall increase in increments of 6 inches as desired. For example:

Additionally, the pumpout symbol is meant to be used:

- As a sign at the entrance to a marina advertising the presence of a pumpout
- As a directional sign within a marina.
- As a sign at a pumpout station.
- As a symbol on education and informational materials.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**CERTIFICATION OF COMPLETION**

Revised Office of Sustainable Initiative: ATLANTA VA EA  
 Project Code: CV4 Project Agency: FL DE  
 OFFICE: CLARK VA EA/PA/MS/PS/MS  
 RECEIVED DATE: Final State Report

**GRANTEE AFFIDAVIT**

I CERTIFY that the work under the above Project Agreement has been completed in accordance with the terms and conditions of the Agreement and that all equipment, signs and other items required by the Agreement have been installed and are in use. I understand that the project shall be subject to the terms and conditions of the Agreement and that the project shall be subject to the terms and conditions of the Agreement.

NOTARY PUBLIC: Name of notary: \_\_\_\_\_ GRANTEE: \_\_\_\_\_  
 Office: \_\_\_\_\_ By: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Title: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

I CERTIFY that the work under the above Project Agreement has been completed in accordance with the terms and conditions of the Agreement and that the project shall be subject to the terms and conditions of the Agreement and that the project shall be subject to the terms and conditions of the Agreement.

Class Manager: \_\_\_\_\_ Division: Office of Sustainable Initiative  
 Project Manager: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Certification of Completion**

When the project has been completed the Certification of Completion Form must be completed, signed, notarized and submitted. When compliance has been determined, the form will be signed by two Office of Sustainable Initiative designees and your request for final payment will be processed.

[http://www.dep.state.fl.us/cleanmarina/CA/documents/certificate\\_completion.pdf](http://www.dep.state.fl.us/cleanmarina/CA/documents/certificate_completion.pdf)

**Photos of Installed Pumpout and Signage**

Photos must verify that the Pumpout Symbol Sign and the Informational Placard are posted and that the pumpout is fully installed. Photo must verify that signage is visible to boaters from the waterway. If possible, take a photo from the waterway.

**EXAMPLE ONLY**

Your plan should reflect how you will operate the pumpout facility consistent with equipment requirements, state & local health regulations, and, your marina's operations.

**PUMP-OUT STATION OPERATIONAL PLAN**

Hours of Operation: 8:00 AM - 6:00 PM  
 VHF Channel: monitored  
 Phone Number: \_\_\_\_\_  
 Emergency Phone Number: \_\_\_\_\_

**OPERATION & MAINTENANCE**

This year Vendor for proper instruction on the maintenance of your equipment

**Before each use:**  
 Check fuel tank for leaks, fuel, gas, oil, and other fluids.  
 Check fuel tank for leaks, fuel, gas, oil, and other fluids.

**After each use:**  
 Place waste in the pumpout vessel. Do not allow waste to be discharged into the water.

**At the end of each day:**  
 Pump out fuel tank. Wash fuel tank through the water hose.  
 Wash pump out tank. Wash pump out tank through the water hose.  
 Blow off the elements, pump out.

**At the end of the first 24 hours of use:**  
 Drain gas tank. Drain gas tank. Drain gas tank.

**At the end of the first 24 hours of use:**  
 Drain gas tank. Drain gas tank. Drain gas tank.  
 Check fuel tank for leaks, fuel, gas, oil, and other fluids.  
 Check fuel tank for leaks, fuel, gas, oil, and other fluids.  
 Check fuel tank for leaks, fuel, gas, oil, and other fluids.  
 Check fuel tank for leaks, fuel, gas, oil, and other fluids.  
 Check fuel tank for leaks, fuel, gas, oil, and other fluids.  
 Check fuel tank for leaks, fuel, gas, oil, and other fluids.

**At the end of each 24 hours of use:**  
 Drain gas tank. Drain gas tank. Drain gas tank.

**Operational Plan**

An operational plan for your pumpout equipment must be submitted with your project documentation. Please use this plan as an example.

<http://www.dep.state.fl.us/cleanmarina/CA/documents/OperationalPlanExample.doc>



**DEP District contact listing**

The DEP District Contact List is included with the contact information for each district for your assistance.

**Code of Federal Regulations**

Code of Federal Regulations (CFR) 50 CFR Parts 80 and 85 which govern this grant and the Clean Vessel Act Grant Program are provided for your reference. These regulations have been incorporated into your Project Agreement for the administrative requirements for receiving federal aid and for the Clean Vessel Act Grant Program requirements.

We look forward to the successful completion and operation of your project. For questions or information regarding the Clean Vessel Act Grant Program, please contact our staff below:

*Department of Environmental Protection  
Office of Sustainable Initiatives  
Clean Vessel Act Grant Program  
3900 Commonwealth Boulevard  
Mail Station 30  
Tallahassee, FL 32399-0250  
Telephone Number (850) 245-2100*

*Email: [Diane.R.Barber@dep.state.fl.us](mailto:Diane.R.Barber@dep.state.fl.us) or [Maryllynn.Carey@dep.state.fl.us](mailto:Maryllynn.Carey@dep.state.fl.us)*

*Clean Vessel Act Email Address:  
[Clean.Vessel.Act@dep.state.fl.us](mailto:Clean.Vessel.Act@dep.state.fl.us)*

Department of Environmental Protection  
Office of Sustainable Initiatives  
Clean Vessel Act Grant Program  
**For Standard Pumpout Purchase and Installation**

**Grant Award Package contents**

**Enclosed, please find and retain the following documents. Several of the documents are to be returned to our office quarterly or when submitting a partial or final payment:**

- Clean Vessel Act Grant Package contents and instructions
- Progress Report form *(This is attachment "D" of your contract and due every 3 months until the project is complete)*
- Project Signage requirements, samples and manufactures
- Certificate of Completion *(to be submitted with your Final reimbursement invoice)*
- Checklist and instructions for processing CVA payments
- Reimbursement Instructions
- Sample Operational Plan
- Sample Pumpout Log
- Quarterly Pumpout Submission form for 5 years after project completion.
- Grant, payment/match requests form *(This is attachment "B" of your contract. Please make copies and to submit with each reimbursement invoice.)*
- DEP District List
- Federal Code of Regulations - CFR Part 85

2-10-11

**ATTACHMENT D**  
**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	<b>LE/MV #</b>
<b>Grantee Name:</b>	
<b>Grantee Address:</b>	
<b>Grantee's Grant Manager:</b>	<b>Telephone No.:</b>
<b>Quarterly Reporting Period:</b>	
<b>Project Number and Title:</b>	
<b>Provide a summary of project accomplishments to date.</b>	
<b>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</b>	
<b>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.)</b>	

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LE/MV#\_\_\_\_\_ and accurately reflects the activities and costs associated with the subject project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

(5) The following specifications shall apply: The symbol is black, the background is white, and the border is international orange. There is no standard for the black and white, but use black and white colors, not shades. The standards for the international orange color are as follows: For day boards (signs), use retroreflective international orange film. For paint, use international orange conforming to FED-STD 595B, chip number 12197 in daylight conditions. For inks use Pantone Matching System color chart 179C. The symbol sign should use reflectorized film or paint, or should be

illuminated so it is viewable at night. Currently, the symbol shown is a rough mockup. When the symbol is finalized, the symbol will be developed on a grid and technical specifications will be completed for constructing signs and for other purposes.

(6) The following rules govern the graphic reproduction of the symbols:

(i) The symbol should not be used smaller than is legible.

(ii) The size and position relationship of the symbol should not be changed in any way.

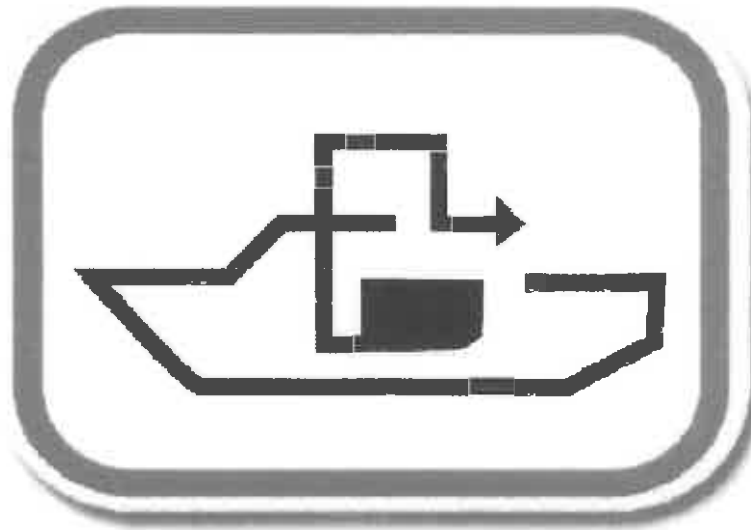
(iii) No portion of the symbol should be obscured by overprinting.

(iv) The symbol should not be placed where it will be split by unlike backgrounds.

(v) The symbol should not be placed on a background that is highly textured or patterned.

(7) The pumpout symbol is depicted as follows:

BILLING CODE 4310-55-M



BILLING CODE 4310-55-C

(c) *Qualifying Signs.* (1) In conjunction with the symbol, other qualifying signs may be used below the symbol, either on the same sign or on a separate sign.

(i) The message "(P) PUMP OUT", "(P) PUMPOUT STATION", (P) PORTABLE" appropriate qualifier may be placed beneath the symbol. The magenta-colored "P" and circle should be placed in front of the message to relate the pumpout symbol to the NOAA NOS nautical charts. Messages may be appropriate for several years until the symbol is understood without the message.

(ii) Directional arrows may be placed beneath the symbol to indicate the direction of pumpout or portable toilet dump station facilities.

(2) The following specifications shall apply: Symbols, such as directional arrows, and letters, are black, and the background is white. For using inks to create the magenta color, use PMS color

chart 259U. Letters and black and white colors shall follow the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). FHWA, 1988. The 1988 MUTCD, including Revision No. 3 dated September 3, 1993, may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402 and has Stock No. 050-001-00308-2.

(3) The same rules governing the graphic reproduction of the pumpout symbol shall apply to qualifying signs.

(d) *Pumpout slogan.* (1) A pumpout slogan should be used according to Service specifications to help increase awareness of the Clean Vessel Act Pumpout Grant Program. The slogan is meant to be used in conjunction with the pumpout symbol, on educational/informational material, and for other uses as appropriate to advance the purposes of the Clean Vessel Act. The

slogan is not copyrighted, and its appropriate use is encouraged.

(2) All recipients identified in § 85.11 should display the pumpout slogan on facilities, such as pumpout and portable toilet dump stations as appropriate, and on printed material or other visual representations relating to project accomplishments or education/information, and should encourage others to do so. Subrecipients should display the slogan for purposes as stated in this paragraph and should encourage others to do so.

(3) Other persons or organizations are encouraged to use the slogan to advance the purposes of the Clean Vessel Act program, such as marinas with pumpout stations not constructed with Clean Vessel Act funds.

(4) The following specifications shall apply for signs: Letters are black and background is white. The same reference for paragraph (c)(2) of this section shall apply.

# SAMPLE BUILDING PLACARDS GUIDELINES

PUMP OUT FEE: \$5.00  
HOURS OF OPERATION: [AM – PM]

**[INSTRUCTIONS ON HOW TO  
ACCESS PUMPOUT SERVICES]**

LAND BASED RESTROOM  
MAY NOT BE USED TO DUMP  
PORTABLE TOILET WASTE

OPERATOR: JOHN DOE  
PHONE: [YOUR NUMBER HERE]

EMERGENCY PHONE FOR  
SERVICE PROBLEMS: [YOUR MARINA PHONE, NUMBER HERE]

FUNDED IN PART BY THE U.S. FISH AND WILDLIFE SERVICE,  
AND THE CLEAN VESSEL ACT THROUGH THE FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



(SEE ATTACHED)

(SIGN SHOULD BE 1' OR LARGER)

**SUGGESTED COLOR SCHEME:  
WHITE BACKGROUND WITH BLACK LETTERS**



Florida Department of Environmental Protection  
Clean Vessel Act Grant Program  
Pumpout Sign Manufacturers

**Cape Coral Signs & Designs, Inc**

1311 Del Prado Boulevard  
Cape Coral, FL 33990  
800-813-9922/239-772-9992  
239-772-3848 Fax  
[capecoralsigns@aol.com](mailto:capecoralsigns@aol.com)

**Lykins Signtek**

5935 Taylor Road  
Naples, Florida 34109  
239-594-8494  
239-591-3940 Fax  
[valena@lykins-signtek.com](mailto:valena@lykins-signtek.com)  
[kristy@lykins-signtek.com](mailto:kristy@lykins-signtek.com)

**Pride Enterprises of Florida**

PO Box 370  
Cross City, FL 32628  
352-498-1440  
[fmartin@pride-enterprises.com](mailto:fmartin@pride-enterprises.com)

**Pride Enterprises of Florida**

Rt 1 Box 308  
Raiford, FL 32083  
386-431-1912  
386-431-1520 Fax  
[THannon@pride-enterprises.com](mailto:THannon@pride-enterprises.com)

**Sign-A-Rama**

1801 Australian Ave. South  
West Palm Beach, FL 33409  
800-776-8105  
561-868-1392 Fax  
[sar53072@sbcglobal.net](mailto:sar53072@sbcglobal.net)

**Southern Image, Inc.**

8100 Park Boulevard  
Suite 9, Unit B  
Pinellas Park, Florida 33781  
727-546-7089  
727-546-7624 Fax  
[Southernimage1@verizon.net](mailto:Southernimage1@verizon.net)

**Robson Corporation**

2231 Whitfield Park Loop  
Sarasota, Florida 34243  
800-770-8585  
941-756-8912 Fax  
[robsoncorp@aol.com](mailto:robsoncorp@aol.com)

**Vulcan Utility Signs and Products**

Post Office Box 1850  
Foley, AL 36536-1850  
251-943-9288/ 251-943-9290 Fax  
[vulcan3@vulcaninc.com](mailto:vulcan3@vulcaninc.com) [mattm@vulcaninc.com](mailto:mattm@vulcaninc.com)

**ASE Architectural Signs & Engraving**

4948 73<sup>rd</sup> Avenue  
Pinellas Park, Florida 33781  
727-768-0244  
727-768-0254 Fax  
[sales@ase-signs.com](mailto:sales@ase-signs.com)  
[www.ase-signs.com](http://www.ase-signs.com)

**Signs By Tomorrow**

5015 Ulmerton Road  
Clearwater, Florida 33760  
727-561-7446  
727-561-7448 Fax  
[clearwater@signsbytomorrow.com](mailto:clearwater@signsbytomorrow.com)

**Walsh Marine Products**

2735 North Calhoun Road  
Brookfield, Wisconsin 53005  
800-558-5515  
262-797-9910 Fax  
[Ken@walshproducts.com](mailto:Ken@walshproducts.com)

**ASAP Signs & Designs**

624-B Pinellas Street  
Clearwater, FL 33756  
727-443-4878  
727-442-7573 Fax

**New City Sign Company**

1829 28<sup>th</sup> Street North  
St. Petersburg, FL 33713  
727-323-7897 / 727-323-1897 Fax

**Ability One, Inc.**

PO Box 886  
W68N158 Evergreen Blvd  
Cedarburg, WI 53012  
888-269-2869  
Fax / 262-387-8748 Fax

**Mac-1 Signs, Inc.**

7068 W. Glover Cleveland Blvd  
Homosassa, FL 34446  
352-628-3246  
352-628-4763 Fax

**Watermark Navigation**

29 Gilford East Drive  
Gilford, NH 03249  
888-NAVBUOY/603-524-6066  
603-524-8100 Fax  
[ipm@navbuoy.com](mailto:ipm@navbuoy.com)

Florida Department of Environmental Protection  
Clean Vessel Act Grant Program  
Pumpout Sign Manufacturers

**Rotonics MFG., Inc.**

PO Box 1059  
Brownwood, TX 76804  
325-646-1566  
325-643-4644 Fax  
[www.rottonics.com](http://www.rottonics.com)

**Municipal Supply & Sign Company**

1095 Fifth Avenue North  
P O Box 1765  
Naples, FL 33939-1765  
800-329-5366/239-262-4639  
239-262-4645 Fax  
[sales@municipalsigns.com](mailto:sales@municipalsigns.com)

**Cured Enterprises**

476 Long Pant Road  
Mt. Pleasant, SC 29464  
800-968-3091  
843-881-0655 Fax

**Neison A. Taylor Co., Inc.**

PO Box 1190  
Gloversville, NY 12078  
518-725-0681  
518-725-4910 FAX

**NES Traffic Safety**

3100 NW 7<sup>th</sup> Avenue  
Miami, FL 33127  
800-842-6813/305-633-3883  
305-633-5850 Fax

**United Rentals Highway Technologies**

JADCO Signing, Inc.  
309 Angle Road  
Ft. Pierce, FL 34947  
800-489-8758/561-427-0285  
561-744-2985 Fax

**Universal Signs & Accessories**

2912 Orange Avenue  
Ft. Pierce, FL 34947  
800-432-0331/561-461-0665  
772-461-0669 Fax  
[dmccain@universalsignsfl.com](mailto:dmccain@universalsignsfl.com)

**Wilderness Graphics, Inc.**

P O Box 1635  
Tallahassee, FL 32302  
850-224-6414  
850-561-3943  
Fax (850)222-2463  
[wildernessgraphics@nettally.com](mailto:wildernessgraphics@nettally.com)

**Cap It Off Graphics**

Margaret Nicolosi  
345 North Railroad Street  
Monticello, FL 32345  
850-997-6023  
850-997-6028 Fax  
[capitoffgraphics@earthlink.net](mailto:capitoffgraphics@earthlink.net)

**General Graphics, Inc.**

PO Box 1599 • 12103 Industrial Park Street •  
Cumberland, MD 21502  
Phone: 301-729-1401 • Fax: 301-729-0658  
E-mail: [info@generalgraphicsinc.com](mailto:info@generalgraphicsinc.com)

**Sign-A-Rama**

1832 34<sup>th</sup> Street N  
St. Petersburg, FL 33713  
727-327-7755  
737-327-3322  
[sar53072@sbcglobal.net](mailto:sar53072@sbcglobal.net)

**Fastsigns**

2096 N Monroe Street Ste 2  
Tallahassee, FL 32303  
(850) 894-2400  
Email: [373@fastsigns.com](mailto:373@fastsigns.com)

**Captivating Images**

15975 Westwind Circle  
Sunrise, FL 33326  
954-385-9412  
[www.captivatingimages.net](http://www.captivatingimages.net)  
[capimages@aol.com](mailto:capimages@aol.com)

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PUMPOUT PROJECT CERTIFICATION OF COMPLETION**

Division: **Office of Sustainable Initiatives**

Application No. CVA \_\_\_\_\_

Project Code: CVA

Project Agreement No. MV \_\_\_\_\_

GRANTEE:

GRANT for:

EXECUTION DATE:

Total Grant Award: \$

**GRANTEE'S AFFIDAVIT**

I CERTIFY: That the work under the above Project Agreement and all amendments thereto has been satisfactorily completed; that all materials, labor and other charges against the project have been paid in accordance with the terms of the Agreement; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Agreement; that all workmen's compensation claims have been settled and that no public liability claims are pending.

NOTARY PUBLIC: Subscribed and sworn to

GRANTEE: \_\_\_\_\_

before me at \_\_\_\_\_

By: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

(Title) \_\_\_\_\_

\_\_\_\_\_

( Name and Title)

(Seal)

Date: \_\_\_\_\_

FEIN: \_\_\_\_\_ or

Social Security No. \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

I CERTIFY: That the work under the above named Agreement has been satisfactorily completed under the terms of the Agreement and that the grantee has submitted satisfactory evidence that all labor, materials and other charges against the project have been paid in accordance with the terms of the Agreement to the best of my knowledge.

**Clean Marina / Clean Vessel Act Program**

**Division: Office of Sustainable Initiatives**

\_\_\_\_\_  
**Project Manager**

\_\_\_\_\_  
**Director of Sustainable Initiatives**

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Check List For Processing CVA Payments

## First Request and/or Second Request

- 1) Invoice on grantee's company letterhead
- 2) Grant payment/match request
- 3) Vendor invoices with cancelled checks

## Final Request and/or Only Request

- 1) Invoice on grantee's company letterhead
- 2) Permit Certification
- 3) Grant payment/match request
- 4) Vendor invoices with cancelled checks
- 5) Certificate of Completion
- 6) Operational Plan
- 7) Photos of Pumpout signage & pumpout in the setting of your marina
  - 1) Informational Placard
  - 2) Pumpout Logo sign
  - 3) Photo of Pumpout
- 8) Sample of Pumpout Log sheet
- 9) Educational brochure/material

## Grantee Reimbursement Instructions

1. **Invoice on facility's letterhead**

- Clearly labeled as INVOICE
- Must be dated and signed
- Must include project application and contract agreement number
- Must include accurate remittance address

2. **Grant Payment Match Form**

Form must be completed and sent with each invoice submitted to DEP.

3. **Certificate of Completion Form**

Form must be completed, notarized and submitted with final invoice to DEP.

4. **Vendor Invoices and Cancelled (cashed) Checks**

All vendor invoices and proof of payment must be for work performed during the grant award contract period. Invoices and payments must be for the same service or item. Proof of payment must be provided for all invoices for which the grantee is seeking reimbursement or is claiming as match.

Any of the following can be considered proof of payment:

- Copy of front and back of cancelled (cashed) checks.
- Cash register receipts for cash expenditures.
- Copy of bank statement or transaction detail from your financial institution showing the item deducted from the facility's account.
- Copy of corporate, debit or credit card receipt with a copy of the invoice or statement from the corporate, debit or credit card company showing the expensed item, and a copy of the proof of payment for the corporate, debit or credit card invoice, such as a front and back copy of cancelled (cashed) check paying the corporate, debit or credit card invoice, or a copy of the bank statement or transaction detail from your financial institution showing the item deducted from the facility's account.

5. **In-House Labor**

If submitting in-house labor as match, list employee name, rate of pay, number of hours and dates work performed on facility's letterhead and include proof of payment. Proof of payment can be a front and back copy of the employee's cancelled (cashed) check, a copy of the facility's payroll register, or a copy of the facility's bank statement or transaction detail showing the payment deducted from the facility's account.

6. **Operational Plan**

Plan must include hours of operation, equipment maintenance schedule, phone number(s), emergency phone number, pumpout operating directions, clearing instructions and VHF channel(s) monitored.

7. **Photos of Completed Pumpout Project and Pumpout Signage**

Photos are required to verify the completion and installation of the pumpout project, and the pumpout symbol and pumpout operations signs. The photo of the pumpout symbol sign must also show that it is visible to boaters from the waterway.

**8. Sample Pumpout Log Sheet**

A copy of the log sheet the facility uses to record pumpout activity is required. This sheet should state the date, gallons pumped, vessel is in-state or out-of-state and the fee collected (if any) for each pumpout conducted.

**9. Educational Brochures and Materials**

Send samples/copies of any printed material produced with CVA grant funds.

**Invoices and payment documents are due no later than the project completion date specified in your Grant Award Agreement.**

**You may find sample forms at the below listed website**

**[http://www.dep.state.fl.us/cleanmarina/CVA/reimbursement\\_package.htm](http://www.dep.state.fl.us/cleanmarina/CVA/reimbursement_package.htm)**

# **EXAMPLE ONLY**

## **NAME OF FACILITY**

(Your plan should reflect how you will operate the pumpout facility consistent with equipment requirements, state & local health regulations, and your marina's operations)

### **PUMPOUT STATION OPERATIONAL PLAN**

**Hours of Operation: 8:00 AM – 6:00 PM**

**VHF Channels monitored:**

**Phone Number:**

**Emergency Phone Number:**

### **OPERATION & MAINTENANCE**

(See your Vendor for proper instructions on the maintenance of your equipment)

**Before each use:**

- Check all valves and hoses to ensure proper working condition
- Check that the nozzle is clean and rinsed before inserting into the boat

**After each use:**

- Place nozzle end of pumpout hose in five gallon bucket containing Clorox solution

**At the end of each day use:**

- Pump at least 5 gallons of fresh water through the suction hose
- Wash and wipe down the exterior stainless steel cover
- Shut off the electrical power

**At the end of the first 50 hours of use:**

- Drain gear reducer oil and fill with 90W gear oil to the bottom of the oil level inspection plug

**At the end of the first 250 hours and thereafter every 200 hours of use:**

- Drain gear reducer oil and fill with 90W gear oil to the bottom of oil level inspection plug
- Grease the rod bearing and the pivot pin
- Replace the two intake and the two discharge duck-bill valves
- Inspect pump diaphragm for wear or damage
- Inspect pump out hose for wear or damage
- Tighten all nuts and bolts

**At end of every 2000 hours of use**

- Replace the pump diaphragm





FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 CLEAN VESSEL ACT PROGRAM  
 3900 Commonwealth Boulevard, Mail Station 30  
 Tallahassee, FL 32399-3000

QUARTERLY PUMPOUT SUBMISSION

<b>GRANT NUMBER</b>	Facility Name:
<b>CVA:</b>	Facility Address:
<b>LE/ MV:</b>	Contact Phone Number:
	Contact Name:

<b>Year 2011</b>	Jan, Feb, March	April, May, June	July, Aug, Sept	Oct, Nov, Dec
Vessels Pumped				
Gallons Pumped				
Out of State Vessels				
Fees Collected				
Maintenance Cost				

<b>Year 2012</b>	Jan, Feb, March	April, May, June	July, Aug, Sept	Oct, Nov, Dec
Vessels Pumped				
Gallons Pumped				
Out of State Vessels				
Fees Collected				
Maintenance Cost				

<b>Year 2013</b>	Jan, Feb, March	April, May, June	July, Aug, Sept	Oct, Nov, Dec
Vessels Pumped				
Gallons Pumped				
Out of State Vessels				
Fees Collected				
Maintenance Cost				

<b>Year 2014</b>	Jan, Feb, March	April, May, June	July, Aug, Sept	Oct, Nov, Dec
Vessels Pumped				
Gallons Pumped				
Out of State Vessels				
Fees Collected				
Maintenance Cost				

<b>Year 2015</b>	Jan, Feb, March	April, May, June	July, Aug, Sept	Oct, Nov, Dec
Vessels Pumped				
Gallons Pumped				
Out of State Vessels				
Fees Collected				
Maintenance Cost				

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLEAN VESSEL ACT PROGRAM

QUARTERLY PUMPOUT REPORT

CVA Grant Number [REDACTED] LE or MV Grant Number [REDACTED]

Facility Name [REDACTED]

Contact Name [REDACTED] Phone [REDACTED]

Year  2008  2009  2010  2011  2012  2013  2014

Quarter  January, February, March  April, May, June  
 July, August, September  October, November, December

# Vessels Pumped [REDACTED] # Gallons Pumped [REDACTED]

# Out-of-State Vessels [REDACTED] Fees Collected [REDACTED]

Choose one of the following options to submit your pumpout report, Option 1 is preferred.

**Option 1**

E-mail your completed form by selecting the 'Submit by E-mail' button. Save a copy for your records by selecting 'Save As' under the 'File' menu.



**Option 2**

Print and fax or mail your completed form to:

Florida Department of Environmental Protection  
Clean Vessel Act Grant Program  
3900 Commonwealth Boulevard, MS 30  
Tallahassee, FL 32399-3000

Print Form

Contact the Clean Vessel Act Program  
Clean.Marina.Program@dep.state.fl.us □□  
www.dep.state.fl.us/cleanmarina □

ATTACHMENT B  
GRANT PAYMENT/MATCH REQUEST

\_\_\_\_\_ dba LE # \_\_\_\_\_ or MV# \_\_\_\_\_

CVA # \_\_\_\_\_  
(Application No.)

(GRANTEE)

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

Permitting	\$ _____
Construction	_____
Renovation	_____
Equipment Purchase	_____
Equipment Installation	_____
Operations	_____
Maintenance and Repair	_____
Sewage Hauling	_____
Pumpout Signage	_____
Education and Instructional Materials	_____
<b>TOTAL PROJECT</b>	<b>\$ _____</b>
25% Grantee match	\$ _____
75% reimbursable to Grantee	\$ _____

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. LE/MV # \_\_\_\_\_. I further attest, that \_\_\_\_\_ (name of the marina or entity) has complied with the terms and conditions of this Agreement.

\_\_\_\_\_  
Grantee's Project Manager

\_\_\_\_\_  
Date

# DEP DISTRICT TECHNICAL AND OUTREACH SUPPORT

## NORTHWEST DISTRICT

Shawn Hamilton, Director  
Darryl Boudreau, Asst. Director  
Technical Contact: Jeanne Williams (850) 595-0600  
External Affairs: Darryl Boudreau ext. 10666  
Wastewater: Bill Evans ext 10584  
Submerged Lands: Andrew Joslyn ext 10671  
160 Government Center, Suite 308  
Pensacola, Florida 32502-5794  
(850) 595-8300 Fax (850) 595-8417

Jurisdiction: Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson (western half), Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton & Washington

## NORTHEAST DISTRICT

Greg Strong, Director  
Technical Contact: Sheena Chin-Greene ext 1513  
Outreach: Sheena Chin-Greene ext 1513  
Wastewater: Jeff Martin ext 1614  
Submerged Lands: Jim Maher ext 1650  
7824 Baymeadows Way, Suite E200  
Jacksonville, Florida 32256-7577  
(904) 256-1700 Fax (904) 448-4319

Jurisdiction: Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor & Union

## SOUTHWEST DISTRICT

Greg Colechchio, Director  
Technical Contact: Judy Ashton ext 342  
Outreach: Ashley Douthirt ext 339  
Wastewater: Jeff Hilton ext 443  
Submerged Lands: Harry Michaels ext 337  
13051 N. Telecom Parkway  
Tampa, Florida 33637-0926  
(813) 632-7600 Fax (813) 632-7665

Jurisdiction: Citrus, DeSoto, Hardee, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, Sarasota & Sumter

## CENTRAL DISTRICT

Vivian Garfein, Director  
Technical Contact: Charles Johnson  
(407) 893-3995  
Charles.D.Johnson@dep.state.fl.us  
Outreach: Lisa Kelly ext 3303  
Wastewater: Dennise Judy ext 3989  
Submerged Lands: Lisa Prather 7869  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3767  
(407) 897-4100 Fax (407) 4897-2966

Jurisdiction: Brevard, Indian River, Lake, Marion, Orange, Osceola, Seminole & Volusia

## SOUTH DISTRICT

Jon Iglehard, Director  
Technical Contact: Laura Comer (239) 344-5626  
External Affairs: Rhonda Haag (239) 344-5647  
Wastewater: Maria Coleman (239) 344-5624  
Submerged Lands: Mark Miller (239) 344-5669  
2295 Victoria Avenue, Suite 364  
Ft. Myers, Florida 33901-3881  
(239) 334-5600 Fax (239) 332-6969

Jurisdiction: Charlotte, Collier, Glades, Hendry, Highlands, Lee & Monroe

## SOUTHEAST DISTRICT

Jill Creech, Director  
Kevin Claridge, Asst. Director  
Technical Contact: Bill Richards (561) 681-6681  
Outreach: Christina Llorrens ext 6605  
Wastewater: John Armstrong (561) 681-6684  
Submerged Lands: Jason Andreatta  
(561) 681-6639 ext 6639  
400 North Congress Avenue, Ste 200  
West Palm Beach, Florida 33401  
(561) 681-6600 Fax (561) 681-6755

Jurisdiction: Broward, Dade, Martin, Okeechobee, Palm Beach & St. Lucie

## FLORIDA KEYS

Technical Contact: Ed Russell (305) 289-7072  
External Affairs: Rhonda Haag (239) 344-5647  
Wastewater: Devon Villareal (305) 289-7075  
Wastewater: Gus Rios (305) 289-7081  
Submerged Lands: Jean Murphy ext 7077  
2796 Overseas Highway, Suite 221  
Marathon, Florida 33050  
(305) 289-7070 Fax (805) 412-0590

Jurisdiction: Florida Keys - Monroe County



50 CFR Part 85 Clean Vessel Act Pumpout Grant Program Final Rule (abridged)

Summary: This rule provides the requirements for participation in the Clean Vessel Act Grant Program authorized by section 5604 of the clean Vessel Act 1992. This rule provides for the uniform administration of this new grant program, effective April 11, 1994.

Subpart A – General

**85.11 Definitions.**

Terms used in this part shall have the following meaning:

*Clean Vessel Act or Act.* The Clean Vessel Act (Pub. L. 102–587, subtitle F).

*Coastal State.* A State of the United States in, or bordering on, the Atlantic, Pacific, or Arctic Ocean, the Gulf of Mexico, Long Island Sound, or one or more of the Great Lakes. The term also includes Puerto Rico, the Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands. The term excludes Alaska and American Samoa because these States have a ratio of the number of recreational vessels in the State numbered under chapter 123 of title 46, United States Code, to number of miles of shoreline (as that term is defined in §926.2(d) of title 15, Code of Federal Regulations, as in effect on January 1, 1991), of less than one.

*Coastal waters.* In the Great Lakes area, the waters within the territorial jurisdiction of the United States consisting of the Great lakes, their connecting waters, harbors, roadsteads, and estuary-type areas such as bays, shallows, and marshes. In other areas, those waters, adjacent to the shorelines, which contain a measurable percentage of sea water, including sounds, bays, lagoons, bayous, ponds, and estuaries.

*Coastal zone.* Coastal zone has the same meaning that the term has in section 304(1) of the Coastal Zone Management Act of 1992 (16 U.S.C. 1453(1)). The coastal zone consists of coastal waters (including the lands therein and thereunder) and the adjacent shorelands, including islands, transitional and intertidal areas, salt marshes, wetlands, and beaches. The zone extends, in Great Lakes waters, to the international boundary between the United States and Canada and, in other areas, seaward to the outer limit of the United States territorial sea. The zone extends inland from the shorelines only to the extent necessary to control shorelands and protect coastal waters.

*Construction.* Activities which produce new capital improvements and increase the value of usefulness of existing property.

*Dump station.* A facility specifically designed to receive sewage from portable toilets carried on vessels. Dump stations do not include lavatories or restrooms.

*Education/information.* The education/information program, as identified in the technical guidelines as published in the Federal Register, designed to make recreational boaters aware of the environmental pollution problem resulting from sewage discharges from vessels and inform them of the location of pumpout and dump stations.

*Eligible applicant.* An agency of a State designated by the Governor.

*Equitable fees.* The maximum charge per pumpout is \$5.00. Price modifications and discounts are subject to State/Federal laws concerning pricing.

*Facility.* A pumpout station or dump station.

*Facility open to the public.* (1) A Clean Vessel Act facility that is open and available to the public is one where the public has full and reasonable access to the pumpout/dump station, including:

- (i) Provision of signage visible from the water to direct boaters to pumpout/dump stations;
- (ii) Location of pumpouts to facilitate ease of use by all boats typical to that particular marina;
- (iii) Equitable fees; and
- (iv) Reasonable open periods.

(2) To be eligible for funding under this program, both public and private facilities must be open to the public.

*Grant.* An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the Federal Government to an eligible grantee.

*Inland State.* A State which is not a coastal State. The District of Columbia, American Samoa and Alaska are included as inland States (Rationale for Samoa and Alaska being inland States can be found in §85.11(b) above).

*Maintenance.* Those activities necessary for upkeep of a facility. These are activities that allow the facility to function and include routine recurring custodial maintenance such as housekeeping and minor repairs as well as the supplies, materials, and tools necessary to carry out the work. Also included is non-routine cyclical maintenance to keep facilities fully functional.

*Operation.* Those activities necessary for the functioning of a facility to produce desired results. These are activities that make the facility work.

*Plans.* Those plans identified in the technical guidelines as published in the Federal Register, for construction or renovation of pumpout and dump stations necessary to ensure that there are adequate and reasonably available stations to meet the needs of recreational vessels using the coastal waters of the State.

*Private facilities.* Private facilities include those operated by the following:

- (1) For profit or non-profit private marinas, docks, etc.;
- (2) For profit or non-profit concessionaires, whether they are leased or private facilities, on public lands; or
- (3) Yacht or boating clubs, whether they are open to the public or members-only facilities.

*Public facilities.* Public facilities include municipal, county, port authority, State and Federal marinas, docks, etc., operated by those agencies.

*Pumpout station.* A facility that pumps or receives sewage from a type III marine sanitation device (holding tank) installed on board vessels.

*Reasonable open periods.* This part does not specify hours, days and seasons, however, some suggested examples, provided no other factors are involved, are presented:

- (1) Pumpout/dump stations may be open during the same period the fuel docks are normally open.
- (2) Pumpout stations may be open when the marina is open and staff is present to pump out boats.
- (3) Pumpout/dump stations may be open during the hours considered to be normal marina business hours as adjusted by seasonal differences.

*Recreational vessel.* Watercraft manufactured for operation, or operated, primarily for pleasure. This term includes any watercraft leased, rented, or chartered to another for the latter's pleasure.

*Renovation.* Major rehabilitation of a facility to restore it to its original intended purpose.

*Surveys.* Those surveys identified in the technical guidelines as published in the Federal Register. Surveys are designed to determine the number and location of all operational pumpout and dump stations at public and private marinas, mooring areas, docks, and other boating access facilities within the coastal zone. Surveys also are designed to determine the number of recreational vessels in coastal waters with holding tanks or portable toilets, and the areas of coastal waters where those vessels congregate.

*Type III marine sanitation device (holding tank).* Any equipment for installation on board a vessel which is specifically designed to receive, retain, and discharge sewage.

[59 FR 11206, Mar. 10, 1994, as amended at 62 FR 45348, Aug. 27, 1997]

**85.12 Information collection, recordkeeping, and reporting requirements.**

(a) The information collection requirements for this grant program, except for surveys, are those necessary to comply with 43 CFR 12 which include a narrative statement as identified in 85.22 Grant Proposals. The collection of survey information contained in this rule was approved by the Office of Management and Budget as required by 44 U.S.C. 3501 *et seq.*, October 18, 1993, OMB No. 1018-0086, expiration date September 30, 1996.

(b) Record keeping requirements include the tracking of costs and accomplishments related to the grant as required by 43 CFR 12.60, monitoring and reporting program performance (43 CFR 12.80), and financial reporting (43 CFR 12.81).

(c) Reporting requirements include retention and access requirements as required by 43 CFR 12.82.

**85.20 Eligible activities.**

(a) Eligible grant activities--coastal States:

(1) Eligible activities include identification in the coastal zone of all operational pumpout and dump stations, and surveys of recreational vessels in coastal waters with holding tanks or portable toilets, and the areas where those vessels congregate. Also eligible are costs of developing a list, including chart coordinates, of all operational pumpout and dump stations in the coastal zone of the State, for submission to the Fish and Wildlife Service.

(2) Plans for construction and renovation of pumpout and dump stations in the coastal zone of the State necessary to ensure that these stations are adequate and reasonably available to meet the needs of recreational vessels using the coastal waters of the State. Completed State-funded plans may be submitted after the technical guidelines appear in the Federal Register.

(b) Eligible grant activities—all States:

(1) Eligible grant activities include education/information program to educate/inform recreational boaters about the environmental pollution problems resulting from sewage discharges from vessels and to inform them of the location of pumpout and dump stations.



(2) Eligible grant activities include the construction, renovation, operation and maintenance of pumpout and dump stations, including floating restrooms in the water, not connected to land or structures connected to the land, used solely by boaters. Eligible grant activities also include any activity necessary to hold and transport sewage to sewage treatment plants, such as holding tanks, piping, haulage costs, and any activity necessary to get sewage treatment plants to accept sewage, such as installing bleed-in facilities.

(c) Ineligible activities:

(1) Activities that do not provide public benefits.

(2) Enforcement activities.

(3) Construction/renovation of upland restroom facilities.

(4) Construction, renovation, operation and maintenance of on-site sewage treatment plants, such as package treatment plants and septic systems, and of municipal sewage treatment plants for primary and secondary treatment.

#### **85.40 Cost sharing.**

(a) The Federal share shall not exceed 75% of total costs approved in the grant agreement.

(b) The provisions of 43 CFR 12.64 apply to cost sharing or matching requirements. Third party in-kind contributions must be necessary and reasonable to accomplish grant objectives and represent the current market value of noncash contributions furnished as part of the grant by another public agency, private organization, or individual

#### **85.41 Allowable costs.**

(a) Allowable grant costs are limited to those costs that are necessary and reasonable for accomplishment of approved grant objectives and meet the applicable Federal cost principles in 43 CFR 12.60(b). Purchase of informational signs, program signs, and symbols designating pumpout and dump stations, are allowable costs.

(b) Grants or facilities designed to include purposes other than those eligible under the Act shall have the costs prorated equitably among the various purposes. Grant funds shall only be used for the part of the activity related to the Clean Vessel Act.

(c) Costs incurred prior to the effective date of the grant agreement are not allowable with the exception that preliminary costs are allowed only with the approval of the appropriate Regional Director. Preliminary costs may include such items as feasibility surveys, engineering design, biological reconnaissance, appraisals, or preparation of grant

documents such as environmental assessments for compliance with the National Environmental Policy Act.

**85.42 Real and personal property.**

(a) Applicable regulations regarding acquisition, property records, maintenance, and disposal of real property and equipment are found in 43 CFR 12.71 and 12.72. If questions arise regarding applicability, the appropriate Regional Office should be contacted.

(b) A State shall ensure that design and installation of the facilities are in accordance with the technical standards identified in the technical guidelines as published in the Federal Register.

(c) The State must ensure that facilities are operated and maintained, and that structures or related assets are used for the stated grant purpose.

**85.43 Signs and symbols.**

(a) *Signs.* Facilities must display appropriate information signs at pumpout and portable toilet dump stations. Such information should indicate fees, restrictions, hours of operation, operating instructions, a contact name and 1-800-ASK-FISH telephone number for boaters to get additional information or to report an inoperable facility.

(b) *Pumpout symbol.* (1) At appropriate times, to increase public awareness of the Clean Vessel Act Pumpout Grant Program, use a pumpout symbol according to Service specifications. Use the pumpout symbol as follows:

(i) As a sign at the entrance to a marina advertising the presence of a pumpout and/or portable toilet dump station;

(ii) As a directional sign within a marina;

(iii) As a sign at a pumpout and/or portable toilet dump station;

(iv) As a symbol on educational and informational material; and

(v) For other uses as appropriate to advance the purposes of the Clean Vessel Act.

(2) To avoid confusion with having two symbols, use the selected symbol both for pumpout stations and portable dump stations. The Service encourages the use of this symbol as it is not copyrighted. The NOAA NOS magenta "P" within a magenta circle will continue to be used on nautical charts to identify the location of pumpout and portable toilet dump stations. NOAA will include information about the selected pumpout symbol in the U.S. Coast Pilots, a supplement to the charts, to relate this symbol to the NOAA Nautical Chart magenta "P" and circle.

(3) All recipients identified in §85.11 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, and should encourage others to do so. Sub-recipients also should display the symbol and should encourage use by others for the purposes stated in this paragraph (b)(3).

(4) The Service encourages other persons or organizations, such as marinas with pumpout stations not constructed with Clean Vessel Act funds, to use the symbol to advance the purposes of the Clean Vessel Act program.

(5) The following specifications shall apply: The symbol is black, the background is white, and the border is international orange. There is no standard for the black and white, but use black and white colors, not shades. The standards for the international orange color is as follows: For day boards (signs), use retroreflective international orange film. For paint, use international orange conforming to FED-STD 595B, chip number 12197 in daylight conditions. For inks, use Pantone Matching System color chart 179C. In order to ensure visibility after dark, use reflectorized film or paint, and/or artificial illumination. Pumpout symbol technical specifications to construct signs and for other purposes are available upon request.

(6) The following rules govern the graphic reproduction of the symbol:

(i) Do not use a smaller than legible symbol.

(ii) If you reduce or enlarge the symbol, maintain the same proportions.

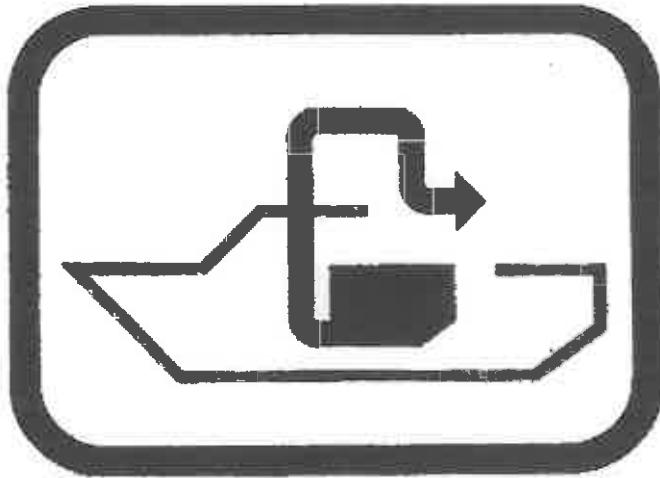
(iii) Do not obscure the symbol by overprinting.

(iv) Do not place the symbol where it will be split by unlike backgrounds.

(v) Do not place the symbol on a background that is highly textured or patterned.

(vi) When appropriate, for economical reasons, depict the symbol in one-color (black) with a white background, rather than two-color (international orange and black) with white background.

(7) The pumpout symbol follows:



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(c) *Qualifying signs.* (1) In conjunction with the symbol, you may use other qualifying signs below the symbol, either on the same sign or on a separate sign.

(i) You may place the message “PPUMP OUT”, “PPUMPOUT STATION”, “PPORTABLE TOILET DUMP STATION”, or other appropriate qualifier, beneath the symbol. Place the magenta-colored “P” and circle in front of the message to relate the pumpout symbol to the NOAA NOS nautical charts. Messages may be appropriate for several years until the symbol is understood without the message. When appropriate, substitute a black “P” and circle for economical reasons.

(ii) You may place directional arrows beneath the symbol to indicate the direction of pumpout or portable toilet dump station facilities.

(2) The following specifications shall apply: Symbols, such as directional arrows, and letters, are black, and the background is white. For using inks to create the magenta color, use PMS color chart 259U. Letters and black and white colors shall follow the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), FHWA, 1988. The Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, provides for sale copies of the 1988 MUTCD, including Revision No. 3, dated September 3, 1993, Stock No. 050-001-00308-2.

(3) The same rules governing the graphic reproduction of the pumpout symbol, as described in paragraph (b)(6) of this section, shall apply to qualifying signs.

(d) *Pumpout slogan.* (1) Use the pumpout slogan according to Service specifications to help increase boater awareness of the need to use pumpout and dump stations to properly dispose of their boat sewage. Use the slogan in conjunction with the pumpout symbol, on educational/informational material, and for other uses as appropriate to advance the

purposes of the Clean Vessel Act. The slogan is not copyrighted, and the Service encourages its appropriate use.

(2) All recipients identified in §85.11 should display the pumpout slogan on facilities, such as pumpout and portable toilet dump stations as appropriate, and on printed material or other visual representations relating to project accomplishments or education/information, and should encourage others to do so. Sub-recipients should display the slogan for purposes as stated above and should encourage others to do so.

(3) The Service encourages other persons or organizations, such as marinas with pumpout stations not constructed with Clean Vessel Act funds, to use the slogan to advance the purposes of the Clean Vessel Act program.

(4) The following specifications shall apply: Letters are black and background is white. The same reference under specifications for Qualifying Signs in paragraph (c)(2) of this section shall apply.

(5) The same rules governing the graphic reproduction of the pumpout symbol, as described in paragraph (b)(6) of this section, shall apply to the pumpout slogan.

(6) The pumpout slogan follows:

#### KEEP OUR WATER CLEAN—USE PUMPOUTS

(e) All information signs, pumpout symbol, qualifying signs, and pumpout slogan identified in this section and the crediting logo identified in §85.47, inform and educate boaters. Therefore, use the signs, symbol, slogan and logo as appropriate. For instance, a sign on the water directing boaters to a pumpout may only need the pumpout symbol, and a qualifying sign beneath, e.g., an arrow, and possibly the words "PUMPOUT STATION". For pumpout and dump stations, the pumpout symbol, slogan, information signs, including all information in paragraph (a) of this section, and the crediting and State logo may be appropriate. If desirable, add qualifying signs. Position a legible sign, symbol and logo either on the pumpout/dump station, on a separate sign, or both, for the greatest effect in informing and educating boaters. For other products such as print and video public service announcements, brochures, etc., the placement of symbols, etc. depends on space availability. The following order of priority dictates the order of use under limited space conditions: the pumpout symbol, slogan, 1-800-ASK-FISH telephone number and Sport Fish Restoration crediting logo. Add other information as appropriate. Use judgement when placing information on signs so as not to confuse the reader. Display the symbol, logo, slogan and information signs in the appropriate locations. To reduce wind drag when boating signs on pilings, it was found helpful in the Northeast to make signs taller than wider. Symbol or logo size may vary. However, if you reduce or enlarge the symbol, maintain the same proportions.

**85.44 Fee charges for use of facilities.**

A maximum of a \$5.00 fee may be charged, with no justification, for use of pumpout facilities constructed, operated or maintained with grant funds. If higher fees are charged, they must be justified before the proposal can be approved. Such proceeds shall be retained, accounted for, and used by the operator to defray operation and maintenance costs as long as the facility is needed and it serves its intended purpose. The maximum fee shall be evaluated for inflation, etc., each year.

**85.45 Public access to facilities and maintenance.**

All recreational vessels must have access to pumpout and dump stations funded under this grant program. Facilities shall be operated, maintained, and continue to be reasonably accessible to all recreational vessels for the full period of their useful life.

**85.47 Program crediting.**

(a) *Crediting logo.* As the source of funding for Clean Vessel Act facilities, the Sport Fish Restoration program should get credit through use of the Sport Fish Restoration logo. Grant recipients may use the crediting logo identified in 50 CFR 80.26 to identify projects funded by the Clean Vessel Act. The Sport Fish Restoration logo follows:



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(b) *Recipient logo display.* Grant recipients are authorized to display the Sport Fish Restoration logo. Section 85.11 identifies recipients eligible to display the appropriate logo according to 50 CFR 80.26. Display includes on pumpout and portable toilet dump stations that grantees acquire, develop, operate or maintain by these grants, or on printed material or other visual representations relating to project accomplishments or education/information. Display the logo in the appropriate location, according to §85.43(e). Symbol or logo size may vary. However, if you reduce or enlarge the symbol, maintain the same proportions. Recipients may require sub-recipients to display the logo.

(c) *Other display of logo.* Other persons or organizations may use the logo for purposes related to the Federal Aid Clean Vessel Act program as authorized in 50 CFR 80.26.

(d) *Crediting language.* Suggested examples of language to use when crediting the Clean Vessel Act follow:

(1) *Example 1.* The Sport Fish Restoration Program funded this pumpout facility through your purchase of fishing equipment and motorboat fuels.

(2) *Example 2.* The Sport Fish Restoration Program funded this construction through your purchase of fishing equipment and motorboat fuels.

(3) *Example 3.* The Sport Fish Restoration Program funded the production of this pamphlet through your purchase of fishing equipment and motorboat fuels.

(e) *Logo colors.* Option 1 in paragraph (e)(1) of this section describes the preferred logo colors. Use Options 2 or 3 in paragraph (e)(2) or (e)(3) of this section when necessary or to reduce costs. Do not attempt to match these Pantone Matching Systems (PMS) colors with combinations of screened process colors.

(1) *Option 1.* When printed 100 percent on a white background, use PMS 348.

(2) *Option 2.* When using four-color process printing, print the symbol in 100 percent black on a white background.

(3) *Option 3.* When it is not possible to follow the specifications of Options 1 or 2 in paragraph (e)(1) or (e)(2) of this section, print the logo in any 100 percent solid dark color on a contrasting light background.

[62 FR 45350, Aug. 27, 1997]

#### **85.48 Compliance with Federal laws, regulations, and policies.**

(a) In accepting Federal funds, State representatives must agree to and certify compliance with all applicable Federal laws, regulations, and policies. This is done by submitting an assurances statement that describes the compliance requirements for Federal grants.

(b) Compliance with environmental and other laws, as defined in Service Manual 523 FW Chapter 1, may require additional documentation. Consult with Regional Offices for specific applicability.

(c) For method of payment, refer to 43 CFR part 12, 31 CFR part 205, and any other regulations referenced in these parts.



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard, Jr.  
Secretary

May 2, 2012

Mr. David Hawthorne  
City Marina at Garrison Bight  
1800 N Roosevelt Blvd.  
Key West, FL 33040

**RE: Application number: CVA12-643, Project Agreement number: MV078  
Two original Project Agreements for grantee signature.**

Dear Mr. Hawthorne:

Enclosed are two original Project Agreements for signature under Florida's Clean Vessel Act Grant Program. The above referenced numbers have been assigned to your project. Please use these numbers with any future inquiries and correspondence.

Your pumpout project grant funding has been approved for the purchase and installation of two pumpout systems in the amount of \$69,780.14 (75% of your project costs. A 25% match is required from the grantee).

After the agreement and attachments are reviewed and the terms and conditions are understood, please sign and date both agreements and return both agreements to this office in order to secure funding for your project. The agreements must be signed by someone who is authorized to sign legal documents for the facility.

Please return the agreements to:

Florida Department of Environmental Protection  
Office of Sustainable Initiatives  
Attn: Pamela Grainger  
Clean Vessel Act Grant Program  
3900 Commonwealth Boulevard, MS 30  
Tallahassee, Florida 32399-3000



Mr. David Hawthorne

May 2, 2012

Page 2

When we receive both signed Project Agreements, they will be processed for final execution. As a reminder, no work may be started until your contract agreement is fully executed by this office and we inform you that you may begin your project. Work or purchases made prior to the final execution of the agreement by this office will not be reimbursed. Before beginning the project, all local permits and DEP permits, as may be applicable, must be obtained.

After final execution by our office, a grant award package containing instructions, one fully executed Project Agreement and Attachment(s), reporting forms, and request for payment forms, will be sent to you.

Should you have any questions, please contact my staff member, Pamela Grainger, at 850-245-2846 and she will be happy to assist you.

Sincerely,



Brenda Leonard  
Program Manager  
Clean Vessel Act Grant Program

Enclosures

BL/pg