

RESOLUTION NO. 10-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ACQUISITION OF TWO NEW PUMP-OUT VESSELS (SEWAGE REMOVAL) FROM PUMP-OUT USA, FOR KEY WEST PUMP-OUT SERVICE USING STATE OF FLORIDA GRANT FUNDING AVAILABLE FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE TRADE IN OF THE CURRENT PUMP-OUT BOAT TO PUMP-OUT USA AS THE 25% MATCH FOR A STATE GRANT TO PURCHASE ONE NEW PUMP-OUT BOAT; ACCEPTING FUNDING FROM MONROE COUNTY AS THE 25% MATCH FOR A STATE GRANT TO PURCHASE THE SECOND NEW PUMP-OUT BOAT; AUTHORIZING NECESSARY BUDGET TRANSFERS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West has been awarded grant funding in the amount of \$130,000.50 for purchase of two new pump-out vessels through the State of Florida Department of Environmental Protection Clean Vessel Act;

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

Section 1: That the acquisition of two new pump-out vessels from Pump-out USA, utilizing grant funding is hereby authorized.

Section 2: That the trade in of a pump out vessel currently owned by the City to Pump-out USA is authorized to cover the 25% match for one pump-out boat pursuant to Code of Ordinances section 2-797(4)(b).

Section 3: That the City is authorized to accept funding from Monroe County as the 25% match for the second new pump-out boat.

Section 4: That budget transfers necessary to effectuate this reimbursement grant program are hereby approved.

Section 5: 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 4th day of May, 2010.

Authenticated by the presiding officer and Clerk of the Commission on May 5, 2010.

Filed with the Clerk May 5, 2010.

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

ATTEST:

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



# Florida Department of Environmental Protection

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

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

February 23, 2010

Mr. David Hawthorne  
City of Key West  
1801 N. Roosevelt Blvd.  
Key West, FL 33040

**RE: CVA 09-560, MV006 .  
CVA 09-555, MV\_\_\_**

Dear Mr. Hawthorne:

Your two Clean Vessel Act pumpout vessel projects have been approved for funding through the United States Fish & Wildlife Service and will be funded by two separate agreements for a total of \$130,000.50.

The above referenced numbers have been assigned to your project. **Please use these numbers with any further inquiries and correspondence.**

CVA 09-560, MV006 - Funding has been **approved** for **\$65,000.25** (75% of Total Project Cost), **for the equipment purchase of a pumpout vessel. City of Key West will meet the required 25% match by city funds.**

CVA 09-555, MV# not yet assigned - Funding has been **approved** for **\$65,000.25** (75% of Total Project Cost, **for the equipment purchase of a pumpout vessel. City of Key West will meet the required 25% match through pumpout vessel trade acquired by previous grant.**

Should you have any questions, please contact my staff member, Marylynn Carey, at (850)-245-2849, and she will be glad to assist you.

Sincerely,

Brenda Leonard  
Program Manager  
Clean Vessel Act Grant Program

BL/bl



# Executive Summary

**To:** City Commission

**CC:** Jim Scholl, David Fernandez, Marilyn Wilbarger

**From:** Mark Tait, Marina Manager

**Date:** March 24, 2010

**Re:** The purchase of two new sewage removal vessels (pump out) for Key West Pump-Out Service

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## **ACTION ITEM**

Approve the purchase of two new pump-out vessels (sewage removal) for Key West Pump-Out Service using State of Florida grant funding available from The Dept of Environmental Protection.

To trade in the current pump-out boat to Pump-out USA as the 25% match for a state grant to purchase one new pump-out boat.

To request and accept funding from Monroe County as the 25% match for a state grant to purchase second new pump-out boat.

To pay 75% in deposits for two new pump-out boats from the City Marina capital cost center. The deposit money will be refunded to City Marina by the State of Florida Clean Vessel Act Program.

To adopt pricing guidelines approved by State of Florida Fish and Wildlife Department.

To approve a budget transfer from the reserve account in the amount of \$138,000.50 to provide a 75% deposit for the purchase of the vessels which will subsequently be reimbursed through the grant funding.

## **PROJECT BACKGROUND**

The City of Key West has been approved to purchase two new pump-out vessels with Clean Vessel Act grant money.

Key West Pump-out Service is removing an estimated 19,000 gallons of sewage each month from recreational and commercial vessels. The current pump-out vessel in use has been serving customers for approximately 8 years running 6 days a week. The marine pump out service is important in helping keep our near shore waterways clean. The State of Florida is currently supporting a grant through the Department of Environmental Protection (Clean Vessel Act) which when applied would support 75 % of the new pump-out vessels cost leaving the City of Key West 25% to match for the balance of the cost to purchase the two new vessels.

Because of the diversity of pump-out vessels and the individual needs of pump-out operations the State of Florida is not requiring formal sealed bids for pump-out vessels. The state has acknowledged that three quotes for pump-out vessels that fit the City of Key West needs are sufficient and the quotes are attached for your review.

“Pump Out USA” (a vendor of pump-out vessels) currently has a program, that offers to take the City’s old pump-out vessel in trade to cover the remaining 25% cost of one of the new pump-out vessels. The value of the current pump-out vessel is \$21,000. The end scenario would be that the City of Key West would obtain a new pump-out vessel at no cost.

Additionally Monroe County, through its Boating Improvement Fund Program has agreed to ask the BOCC to pay the 25% match so that the City of Key West can acquire a second new pump-out vessel free of charge through the State’s Clean Vessel Act. Chances of the BOCC approving the expenditure are very good. Before any money is spent the City of Key West will receive a formal commitment from the Monroe County Commission to fund the 25% match for the second pump-out vessel.

The City of Key West has been approved to receive funding for two new pump-out vessels under the Clean Vessel Act Grant. The Department of Environmental Protection has approved a five year contract program to track the amount of sewage removed and to reimburse the City of Key West up to 75 % of the cost of the two vessels. The State of Florida has pre-approved the pump-out vessel(s) selected prior to grant contract signing. The City of Key West would have to match the remaining 25% cost of one of the pump-out vessels cost by turning in the old pump-out boat to Pump-Out USA and Monroe County would pay the 25% match for the second vessel.

The City of Key West would be obligated to follow grant guidelines for the duration of the grant term five (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 a vessel. The base cap for a pump out is \$5 for up to 25 gallons per boat. The Fish and Wildlife Service, who controls the fee structure during the grant term has agreed to allow additional \$5 increases for each additional 25 gallons pumped per boat because of the long distances the pump-out boat travels to service boats in Key West waters outside of the mooring field.

Currently the pump-out boat charges \$10 to pump out all boats no matter how large the boats holding tank is. This fee is making the operation run at an approximate 50% loss.

**2009/01-06 Current \$10 Fee**

Total Gallons Pumped Out	128,731
Money Spent (Fuel, Associate, and Boat)	\$28,568
Spent (Fuel, Boat, Associate) Per Total Gallon Pumped Out	\$0.2219

Money Collected (Current \$10 Fee)	\$16,900
Collected Price Per Total Gallon Pumped Out (Current \$10 Fee)	\$0.1313

**2009/01-06 NEW Pricing**

Total Gallons Pumped Out	128,731
Money Spent (Fuel, Associate, and Boat)	\$28,568
Spent (Fuel, Boat, Associate) Per Total Gallon Pumped Out	\$0.2219
Estimated Money Collected (NEW Pricing)	\$30,710
Collected Price Per Total Gallon Pumped Out (NEW Pricing)	\$0.2386

The new fee structure would be;

- 25 gallons - \$5.00
- 50 gallons - \$10.00
- 75 gallons – \$15.00
- 100 gallons - \$20.00 and so forth

**Options**

1. The City Commission can approve the purchase of the two new pump-out boats. The trade in of the old pump-out boat would cover the 25% match owed by the City of Key West for the first boat and Monroe County would pay the 25% match for the second vessel.
2. The City Commission can decide to deny the acquisition of the new pump-out boats. City Marina has a new outboard motor and new sewage pump in stock as back up equipment. The new motor and pump in stock can be installed on the old existing boat for which they were originally purchased. This would relieve City Marina from any grant obligations.

**Advantages**

- The new vessel would not need future costly repairs that the City’s current vessel needs to continue to operate safely and efficiently.
- There would be no cost to the city to obtain the new vessels.
- The old pump-out vessel can be traded in to cover additional cost of one of the new vessels not covered by the grant.
- Monroe County would pay the 25% match for the second vessel.
- The equipment on the new vessel is the newest technology on the market.
- The new vessel will improve safety and performance of the Key West Pump-out Service.

**Disadvantages**

- The City of Key West will be bound to grant guidelines for (5) years, affected by the terms are price regulations to the customer which may affect revenue generated from the current customer base. The base cap for a pump out is \$5 per boat but the State has acknowledged that they will allow a sliding scale rate structure because of the long distances the pump-out boat travels to service boats in Key West waters outside of the mooring field.
- If the Commission chooses option 2 staff would be putting new equipment on an old boat that has deteriorated from long term daily use.

### **Cost of the new vessel**

Pump-out vessels are each unique in their design, holding tank capacity and engine size. Modifications of tank size and size of engines can be made at additional cost to the received quotes. A large holding tank and smaller engine will increase efficiency and affordability to the pump-out operation. Pump Out USA manufactures the best vessel to fit Key West Pump-Out's needs.

- The cost of a new 26 foot pump-out vessel from Pump-Out USA with a 1,000 gallon holding tank and a 150 hp engine is estimated at \$86,667. Pump-Out USA will pay the 25% match on one boat. Monroe County would pay the 25% match on the second boat.
- The cost of a new 26 foot pump-out vessel from Marine Boatbuilders Company with a 650 gallon holding tank and a 275 hp outboard engine is \$138,000. Monroe County would pay the 25% match for this vessel and the City would have to pay the 25% match for the second vessel.
- The cost of a new 21 foot pump-out vessel from Bay Sails Marine with a 218 gallon holding tank and a 90 hp outboard engine is \$61,035. Monroe County would pay the 25% match for this vessel and the City would have to pay the 25% match for the second vessel.

### **FINANCIAL ISSUES**

The Clean Vessel Act Grant is a reimbursement grant. The money for the purchase of the two pump-out boats needs to be paid up front and then the grantor (State of Florida) will reimburse the grantee (City of Key West). The State will guarantee to reimburse the City of Key West 75% of the price of the boats before the City of Key West pays any money towards them. City Marina has sufficient funds available in reserve account 413 7552 575 9900 to pay the 75% deposit in the amount of \$130,000.50 for both boats. Once the deposit is paid, the State will cut a check, usually within 30 days for the deposits which will be put back in City Marina's reserve account. Pump-Out USA will take the current pump-out boat for the remaining 25% match for one of the pump-out boats. Pump-Out USA will wait for Monroe County to pay for the 25% of the second pump-out boat. The purchase of both boats is 100% contingent on grant funding from the State of Florida and match funding from Monroe County and Pump-out USA.

The total final cost to the City of Key West after the State grant and grant matches from Monroe County and Pump-Out USA would be zero. The City of Key West will acquire \$173,334 in new pump-out equipment.

### **RECOMMENDATION**

Staff recommends awarding the purchase of both new pump-out vessels through Pump-Out USA using match funding resources available from the State of Florida and Monroe County. Staff also recommends that the City Commission approves and adopts the new pump-out fee structure already approved by the Department of Fish and Wildlife.

#### Attachments

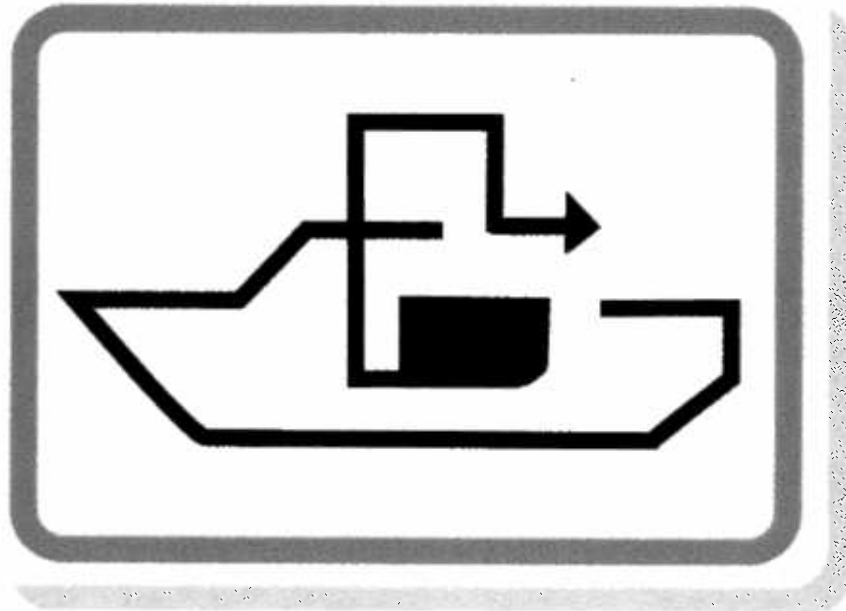
- Exhibit A – Clean Vessel Act Grant Application
- Exhibit B – DEP Project Agreement
- Exhibit C – Monroe County Correspondence
- Exhibit D – Pump-Out USA Correspondence

Exhibit E – Pump-Out USA Quote  
Exhibit F – Bay Sails Marine Quote  
Exhibit G – Marine Boatbuilders Quote  
Exhibit H – FDEP approving new rates



## **Exhibit A**

# **Clean Vessel Act Grant Application**



# Clean Vessel Act Grant Application



*KEEP FLORIDA'S WATER CLEAN-  
USE PUMPOUTS*

### CVA GRANT APPLICATION

The U.S. Fish and Wildlife Service provides funding for the Florida Clean Vessel Act Program. Grants are available through the Department of Environmental Protection for the purchase, installation, repair, and maintenance of stationary pumpout equipment, portable pumpout equipment, pumpout boats, dump stations and floating portable restrooms. Grants are also available for the repair and maintenance of pumpout equipment and for educational, outreach and public awareness programs. For information call 850-245-2865, 850-245-2849 or 850-245-2847 or visit our website at: [www.dep.state.fl.us/cleanmarina/cva](http://www.dep.state.fl.us/cleanmarina/cva)  
No work may be started until after the execution date of the project agreement. Expenses incurred prior to the execution date of the project agreement will not be reimbursed.

#### FACILITY INFORMATION

Print or Type

<u>City Marina at Garrison Bight</u> Facility Name	<b>305-8093982</b> Telephone Number	<b>305-293-6477</b> Fax Number	<b>59-6000346</b> Federal Employer ID#
<b>1801NRoosevelt Blvd</b> Facility Address	<b>KeyWest Fla</b> City	<b>Monroe</b> County	<b>33040</b> Zip Code
<u>P.O Box 1409</u> Facility Mailing Address (if different)	<b>Key West Fl</b> City	<b>Monroe</b> County	<b>33041</b> Zip Code
<u>David Hawthorne</u> Contact Person	<b>305-809-3982</b> Telephone Number	<u>Dhawthor@keywestcity.com</u> E-mail Address	<u>Website Address</u>
<u>City of Key West (government)</u> Owner(s) Name(s)	<b>305-809-3985</b> Telephone Number	<u>Mtait@Keywestcity.com</u> E-mail Address	<u>Facility Fiscal Year</u>
<u>P.O Box 1409</u> Owner(s) Address		<u>Key West, Fl</u> City	<b>33040</b> Zip Code

Is this facility a designated  Clean Marina  Clean Boatyard? Is this facility located on  private land  state-owned land or  other land? If this facility is located on state-owned land, what is the submerged land lease number? 44 00 27185

Please answer the following questions concerning this facility:

Name of the state or local road with access to this facility: North Roosevelt Blvd Name of the common/local water body this facility is located on: Garrison Bight

Latitude and longitude coordinates of this facility.

Latitude: **Deg 24 Min 33 Sec 606** Longitude: **Deg 81 Min 47 Sec 054**

Total number of linear feet of 1,500 ft fixed dock 600 ft floating dock at this facility. Dockside depth at this facility: 8

Distance to the nearest maintained navigation channel: 100 ft Number of the nearest channel marker: #24

Describe this facility:  Destination  In and Out  Home Port Distance to the nearest pumpout facility: 50ft

         Average number of boats within a 2-mile radius of this facility. Number of boats located at this facility, which are:  
50 houseboats 200 boats under 26' 100 26' to 40' 50 over 40'

Number and purpose of slips at this facility: Covered Wet          Open Wet 190 Mooring 141 Dry          Transient 30

Please indicate all facility types that apply:  Marina  Yacht Club  Boatyard  Dockominium  Boat Ramp  
 Mooring Field  Public Mooring  Other         

Other services available at this facility:

- |   |   |   |   |
|---|---|---|---|
| <input checked="" type="checkbox"/> Rest Rooms        | <input checked="" type="checkbox"/> Telephone | <input checked="" type="checkbox"/> Handicap Access   | <input type="checkbox"/> Haul Out                   |
| <input checked="" type="checkbox"/> Showers           | <input type="checkbox"/> Gasoline Regular     | <input checked="" type="checkbox"/> First Aid         | <input checked="" type="checkbox"/> Security Patrol |
| <input checked="" type="checkbox"/> Laundry           | <input type="checkbox"/> Gasoline Diesel      | <input checked="" type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Other                      |
| <input checked="" type="checkbox"/> Dockside Electric | <input type="checkbox"/> Marine Store         | <input checked="" type="checkbox"/> Dump Station      | <u>        </u>                                     |
| <input checked="" type="checkbox"/> Dockside Water    | <input type="checkbox"/> Accommodations       | <input type="checkbox"/> Repair Facilities            |   |

### PROJECT INFORMATION

Fill in all information specific to this project.

If you are unsure of the information being requested, please call us at 850-245-2865, 850-245-2849 or 850-245-2847.

Complete the application, sign and date the application, attach the following documents, and mail to the address on page 3.

Attach a copy of your Certificate of Insurance, NOAA chart with this facility marked, and a photograph of the proposed pumpout location in the setting of this facility.

Additional Requirements: The facility must be a Registered Corporation and a Registered Vendor with the State of Florida.

ξ Type of project:

Renovation    Expansion    Equipment Acquisition    Education/Information Materials    New Construction

ξ Intended location of pumpout/dumpout equipment:

All slips    Every houseboat    Portable    Boat    Fuel dock    Own dock    Bulkhead

ξ Type and number of projected pumpouts/dumpouts each week:

288 Pumpout with sewer connection    70 Pumpout with holding tank    \_\_\_\_\_ Portable restroom/dumpout station  
 \_\_\_\_\_ Floating portable restroom/dumpout station with holding tank    300 Pumpout Boat    \_\_\_\_\_ Pumpout with septic tank connection

ξ 288 Projected number of pumpout connections

ξ 500 Projected number of pumpouts/dumpouts each week

ξ  Yes  No Will this project use solar technology or environmentally friendly materials (recycled materials, concrete instead of creosote, etc.)

ξ Contents of pumpouts/dumpouts will be disposed of in the following manner:

Directly to a permitted domestic wastewater treatment facility    into a holding tank and then transported to permitted domestic wastewater treatment facility    directly to an on-site septic system

ξ Projected availability of pumpout/dumpout services:

Days: Daily    or on the following days: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Hours: 24 hours a day    or between the hours of 8:00 A.m and 4:00 P.m.

ξ This project is in partnership with:

Local Government    Not-for-profits    Political Subdivision    Private    None

Complete the following summary of costs anticipated to complete this project. Please note, this is a matching grant where 75% of the total project cost can be paid from federal/state funds and the applicant must provide a minimum of 25% of the project cost.

<u>Program Components</u>	<u>Total Estimated Costs</u>	<u>Brief description of how funds will be spent</u>
Permitting	\$ _____	<u>The state funding will be used to pay for 75% of the cost of a new pumpout vessel</u>
Construction	\$ _____	
Renovation	\$ _____	
Equipment Purchase	\$ <u>86,667.00</u>	
Equipment Installation	\$ _____	
Operation and Maintenance	\$ _____	
Information (signs, brochures)	\$ _____	
Education and Training	\$ _____	
Sewage Hauling	\$ _____	
Total Proposed Project Cost	\$ <u>86,667.00</u> (100%)	
Total Applicant cash or In-kind match	\$ <u>21,666.00</u> (25%)	
Total State Funds Requested	\$ <u>65,000.00</u> (75%)	

**PROJECT INFORMATION CONTINUED**

What is the projected start date of this project? \_\_\_\_\_ What is the projected completion date of this project? \_\_\_\_\_

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
TITLE OF APPLICANT

If you have any questions, comments or suggestions, please contact us:

PROGRAM MANAGER  
850-245-2847

GRANT SPECIALIST  
850-245-2848

GRANT SPECIALIST  
850-245-2849

Please mail, email, or fax your Clean Vessel Act Grant application to:

**Florida Department of Environmental Protection  
Clean Vessel Act Grant Program  
Mail Station 30  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000**

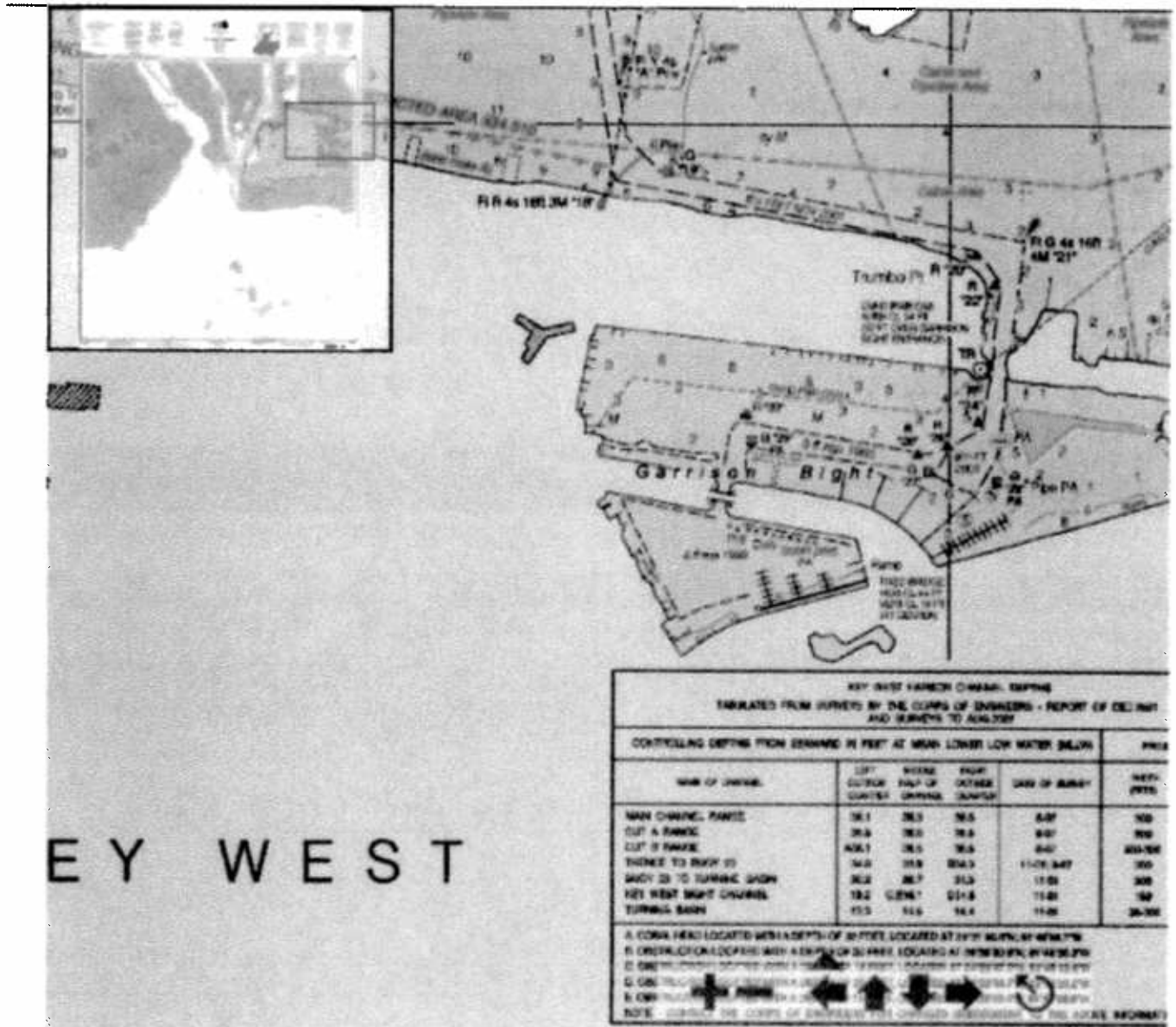
**Website:** Clean Vessel Act Grant Program  
<http://www.dep.state.fl.us/cleanmarina/cva/>

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

**Main office:** 850-245-2100  
**Fax:** 850-245-2159

Nautical Charts & Pubs    Surveys & Wrecks    GIS & Other Products    Research & Development    Cust

Chart: 11447    Edition: 37    Edition Date: 12/1/2008    Clear Dates: NM - 1



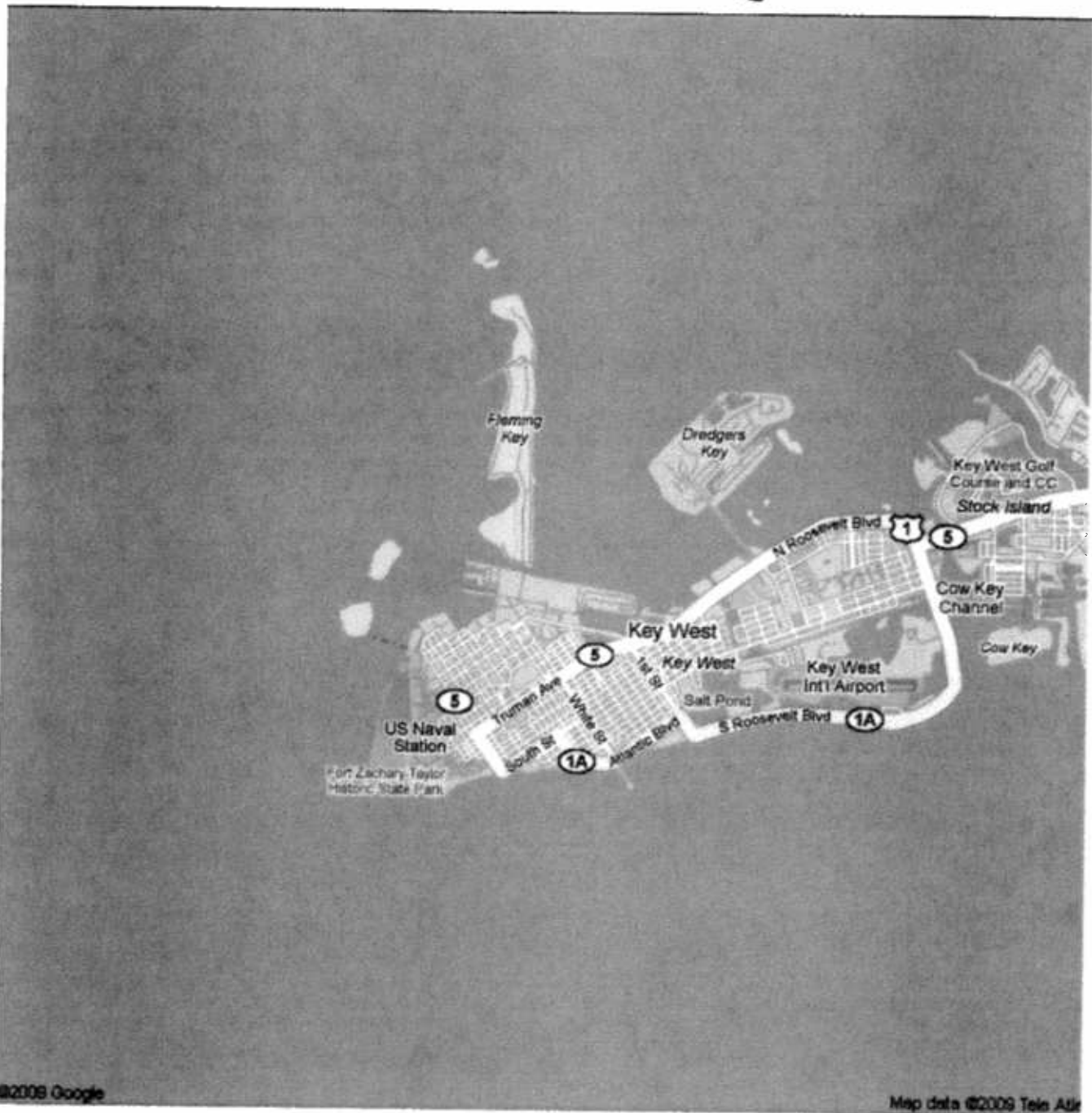

- Click the +/- buttons and drag the slider tool (solid triangle) to zoom in and out.
- Click the arrow buttons to pan left/right and up/down.
- Drag the navigation box in the upper left hand corner to move around the chart image.

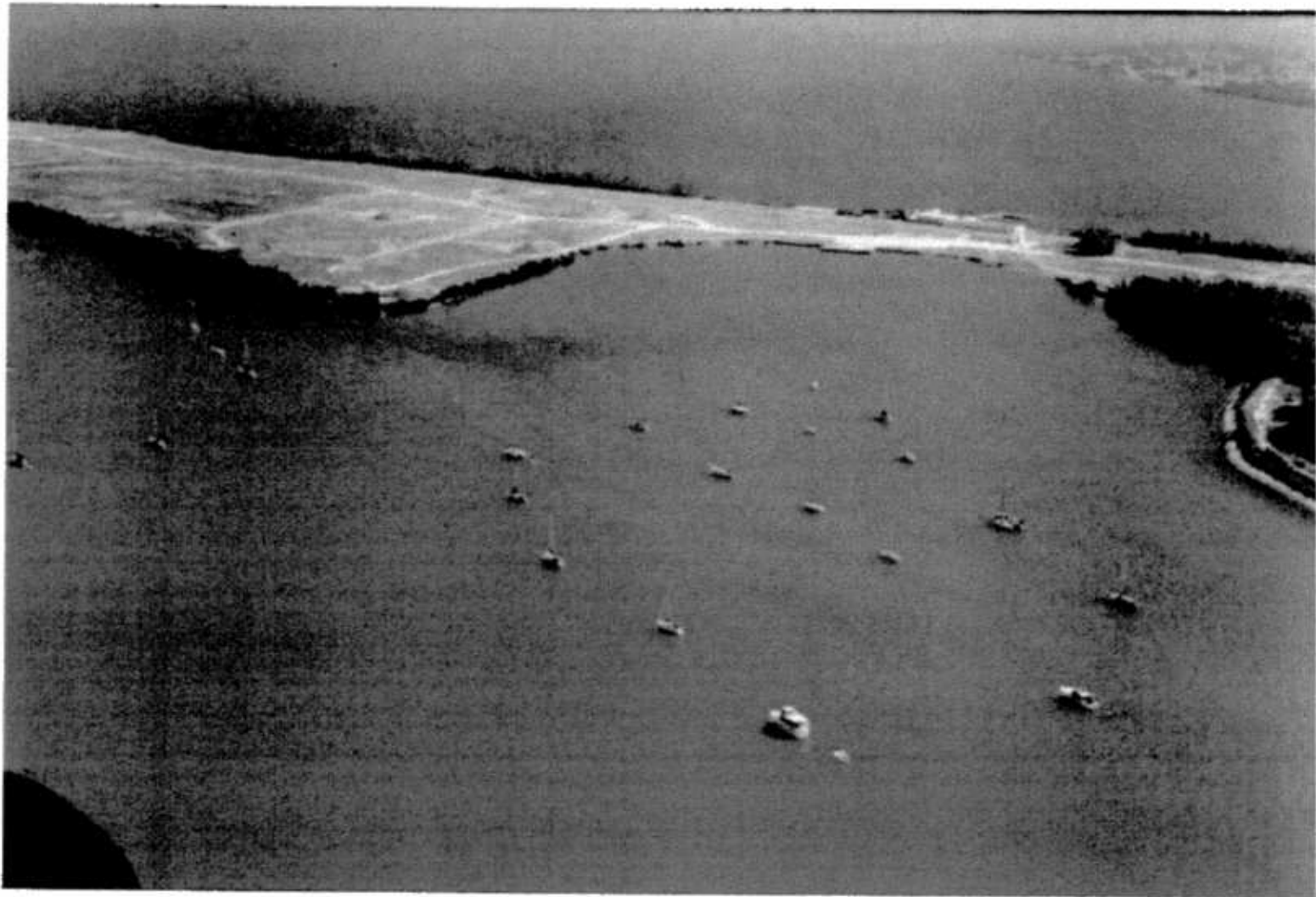
This chart display or derived product can be used as a planning or analysis tool and may not



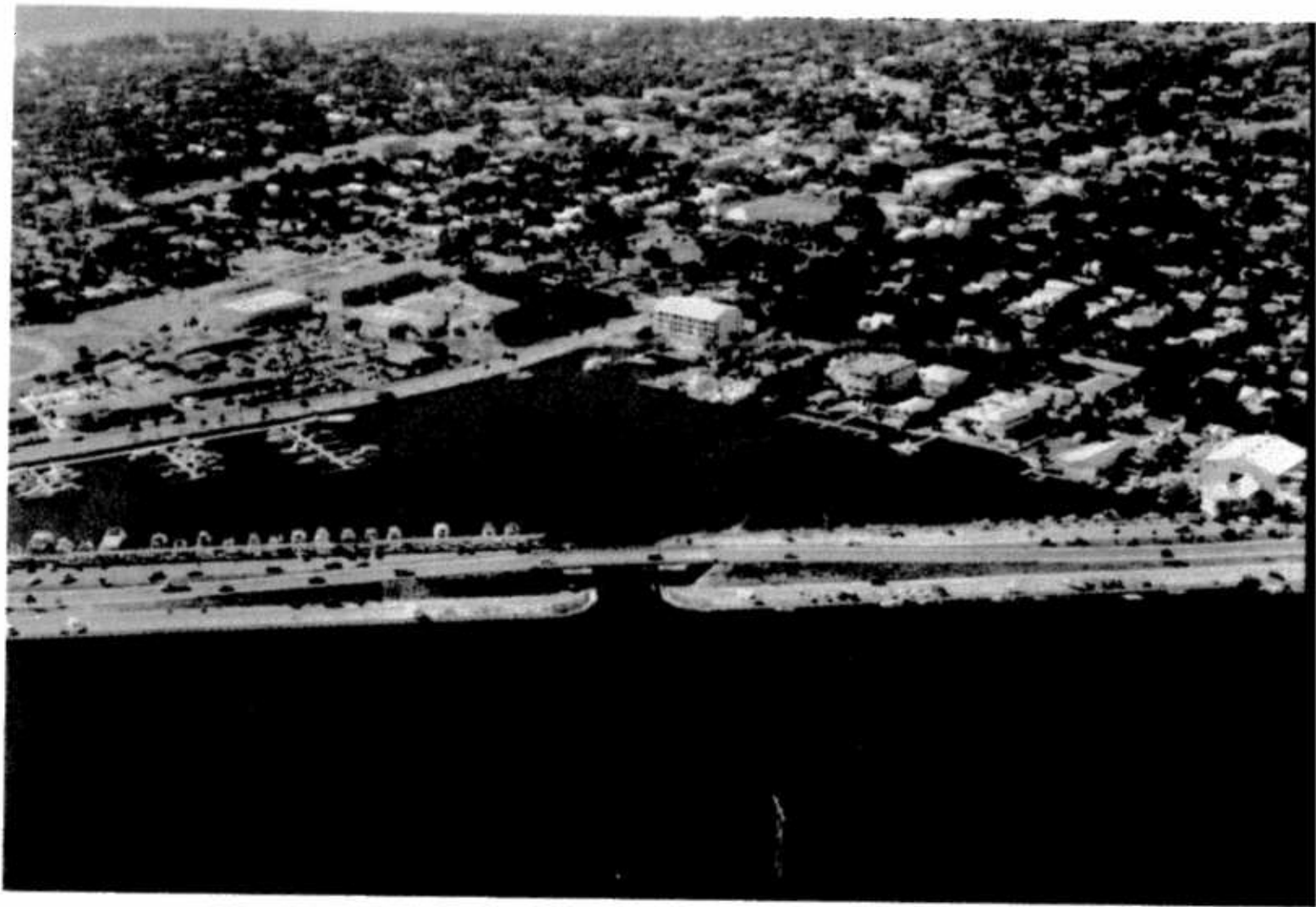
Address **+24° 27' 36.00"**, **-81° 52' 48.00"**

Get Google Maps on your phone  
Text the word "GMAPS" to 466453











## **Exhibit B**

# **DEP Project Agreement**



# Florida Department of Environmental Protection

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

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

February 23, 2010

Mr. David Hawthorne  
City of Key West  
1801 N. Roosevelt Blvd.  
Key West, FL 33040

**RE: CVA 09-560, MV006 .  
CVA 09-555, MV\_\_\_\_\_**

Dear Mr. Hawthorne:

Your two Clean Vessel Act pumpout vessel projects have been approved for funding through the United States Fish & Wildlife Service and will be funded by two separate agreements for a total of \$130,000.50.

The above referenced numbers have been assigned to your project. **Please use these numbers with any further inquiries and correspondence.**

CVA 09-560, MV006 - Funding has been **approved** for **\$65,000.25** (75% of Total Project Cost), **for the equipment purchase of a pumpout vessel. City of Key West will meet the required 25% match by city funds.**

CVA 09-555, MV# not yet assigned - Funding has been **approved** for **\$65,000.25** (75% of Total Project Cost), **for the equipment purchase of a pumpout vessel. City of Key West will meet the required 25% match through pumpout vessel trade acquired by previous grant.**

Should you have any questions, please contact my staff member, Marylynn Carey, at (850)-245-2849, and she will be glad to assist you.

Sincerely,

Brenda Leonard  
Program Manager  
Clean Vessel Act Grant Program

BL/bl

Mr. David Hawthorne  
February 23, 2010  
Page 2

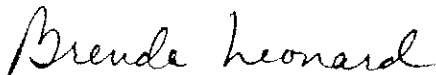
**As a reminder, no work may be started until your contract is fully executed and we inform you that you may start the work. Work or purchases made prior to the Agreement being fully executed by this office will not be reimbursed.**

**When we receive the Project Agreements, they will be processed for execution. Before the beginning of any work, 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.

A grant award package containing instructions, one fully signed Project Agreement with Attachment(s), reporting forms and request for payment forms will then be sent to you. **According to the Grant Agreement, the project is scheduled for a completion date of February 11, 2011.**

Should you have any questions, please contact my staff member, Marylynn Carey, at (850)-245-2849, and she will be glad to assist you.

Sincerely,



Brenda Leonard  
Program Manager  
Clean Vessel Act Grant Program

Enclosures

BL/bl

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

**DEP Agreement No: MV006  
For CVA 09-560**

**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 Post Office Box 1409, Key West, Florida 33040 (hereinafter referred to as the "Grantee" or "Recipient"), a local government, to conduct the Clean Vessel Act Grant; CVA 09-560, City of Key West for City Marina at Garrison Bight, 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 09-560, City of Key West for City Marina at Garrison Bight, 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 May 31, 2011.
  - 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 \$65,000.25 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 changes between approved budget categories of up to 10% of the total budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Procurement Office and the Department 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. Partial payments of project costs are allowed under this Agreement. The Grantee shall submit a final invoice to the Department no later than June 14, 2011, 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. 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/aadir/reference%5Fguide> and allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E 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 three 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. 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).

- F. 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

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 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 12549 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.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- 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 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.
- C. 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.
- D. 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. 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:	<a href="mailto:Brenda.leonard@dep.state.fl.us">Brenda.leonard@dep.state.fl.us</a>

- 17. 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	
Post Office Box 1409	
Key West, Florida 33040	
Telephone No.:	(305) 809-3982
Fax No.:	(305) 293-6477
E-mail Address:	<a href="mailto:dhawthor@keywestcity.com">dhawthor@keywestcity.com</a>

- 18. 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.
- 19. 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.
- 20. 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. Land acquisition is not authorized under the terms of this Agreement.
27. 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/ToolkitFiles/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.”
28. 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.
29. 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: J. K. Scholl  
\*Signature of Person Authorized to Sign

By: Alison Bohn  
Director, Office of Sustainable Initiatives

Jim K. Scholl, City Manager  
Print Name and Title of Authorized Person

Date: 5/20/10

Date: May 9, 2010

FEID No. 59-6000346

Brenda Leonard  
Brenda Leonard, DEP Grant Manager

Carly Heagen  
DEP Contracts Administrator

Approved as to form and legality:  
Maureen G. W.  
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 (3 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 (3 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Property Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>H</u>	<u>Contract Provisions (3 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 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 \$65,000.25 and the Grantee agrees to undertake the project as described and submitted by the Grantee in the Grant Application, CVA 09-560, and provide a minimum 25% non-federal matching funds. The project is located at 1801 N. Roosevelt Boulevard, Key West, Florida 33040.

**CONDITIONS**

**Reimbursement for Project Installation**

1. The Grantee shall obtain all required permits and approvals prior to commencement of the project. A grant award is not an indication of permitability of a project. A Permit Certification Form, supplied by the Department, shall be sent to and be on file with the Department 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 will be processed by the Department in an expeditious manner upon approval of all required documents as outlined in Paragraphs 5.B. through 5.E. of this 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 Progress Report Form, the Department will process the request for payment.
4. The final request shall be accompanied by a completed and signed Project Completion Form to be provided by the Department, a copy of the Operational Plan as described in Condition 1 of the Operations section of this Attachment, a copy of the operational log required under Condition 8 of the Operations section of this Attachment, and photographs of the completed project.

**Operations**

1. The Grantee will conduct operations of the pumpout facility, pumpout vessel, or dump stations under an 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 with the certification of project construction completion.
2. Each pumpout facility or dump station funded under this Agreement shall be open and available to the recreational boating public. Each pumpout facility, pumpout vessel, or dump station shall be operated,

maintained, and continue to be reasonably accessible to all recreational vessels for the full five year period as described and set forth in Paragraph 4.A. of this Agreement.

3. The Grantee will 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.
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. All informational markers located on 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 on the station housing. 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 will be designed and operated in accordance with state and local health regulations.
7. Pumpout facilities, pumpout vessels, or dump station services will be provided free of charge or for a fee not to exceed \$5 per vessel. Fees greater than \$5 require prior written approval by the Department of an itemized operational cost justification. Fee accounting will be provided with the quarterly log described below. If fees are collected, such proceeds shall be retained, accounted for, and used by the operator exclusively to defray operation and maintenance costs of the pumpout equipment and associated materials.
8. The pumpout facility operator shall maintain an operational log to be submitted to the Department the first day of each calendar quarter beginning with 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, fees charged, and maintenance, labor, or other operational costs incurred. Volume of sewage handled must be determined as described in the approved operational plan. Costs may be estimated unless greater than \$5 fees are charged. Collections of higher fees require detailed accounting of operational costs through a method included in and approved with the operational plan.

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## TASKS/DELIVERABLES

The following is a schedule of tasks/deliverables and budget amounts for the completion of those tasks. 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. No reimbursement will be made that exceeds the grant award amount. An increase in funding or date extension will require a formal written amendment to the project 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 or in-kind effort by a third party on behalf of the Grantee shall be at least 25% of the total amount actually expended on the 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.

### Order of Tasks/Deliverables and Amounts

Tasks	Detail/Deliverables	Total Project Amount (100%)
Permitting	State and local permits required for installation of equipment.	\$0.00
Construction	Materials and Labor required to prepare site for equipment.	\$0.00
Renovation	Materials and Labor necessary to restore pumpout equipment.	\$0.00
Equipment Purchase	Pumpout or waste receptacle equipment and delivery.	\$86,667.00
Equipment Installation	Plumbing, electrical, supplies, and labor.	\$0.00
Operations	Costs associated with operating pumpout equipment.	\$0.00
Maintenance and Repair	Necessary preventive maintenance and repair of equipment including parts and labor.	\$0.00
Sewage Hauling	Costs associated with hauling sewage to permitted wastewater treatment facility.	\$0.00
Pumpout Signage	Operation instruction, information and pumpout logo signs, as required.	\$0.00
Education and Instructional Materials	Copies of Brochures or handout information about the Clean Vessel Act and the equipment available for public use.	\$0.00
	<b>Total Project Amount</b> <b>100%</b>	<b>\$86,667.00</b>
	<b>Total Grant Award Amount</b> <b>75%</b>	<b>\$65,000.25</b>
	<b>Total Match Amount</b> <b>25%</b>	<b>\$21,666.75</b>

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## 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.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

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

<b>DEP Agreement No.:</b>	MV006		
<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. MV006 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", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

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

## **PART II: STATE FUNDED**

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

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

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

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

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

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

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

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

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

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

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

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

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

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

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

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

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

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

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**EXHIBIT -- 1**

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
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	\$65,000.25	140122

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

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

Total Award					\$65,000.25	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**ATTACHMENT F**

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

Grantee's Name:

Grantee's 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: \$ \_\_\_\_\_

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA#      CFDA#      DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

**I hereby certify that the above information is correct:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.**

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

**Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection.**

**CSFA/CFDA Number** \_\_\_\_\_

**DEP Grant Agreement Number**

**THIS INFORMATION SHOULD ONLY BE THOSE GRANTS RECEIVED FROM/THROUGH THE DEP. THE INFORMATION REQUESTED (CSFA/CFDA# SHOULD BE FOUND IN THE SINGLE AUDIT ATTACHMENT TO THE AGREEMENT AND THE DEP AGREEMENT NUMBER SHOULD BE FOUND ON THE AGREEMENT.)**

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:** Can I fax the form to you?

**Answer:** Yes, you can fax the Certification form, the fax number is 850/245-2411.

2. **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.

3. **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.

4. **Question:** How do I know what the CSFA/CFDA Number is?

**Answer:** These numbers should be identified in the grant agreement. If you cannot locate them you should call your grant manager and ask them for the needed information. If it is a grant funded by DEP, you may contact Debbie Skelton, DEP Grants Development and Review Manager at (850) 245-2371.

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.

**ATTACHMENT G**  
**PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. MV006**  
**(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 upgraded 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:
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<b>BELOW FOR DEP USE ONLY</b>	
<b>DEP CONTRACT MANAGER:</b>	<b>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.</b>
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 the 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. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
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)).

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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 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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## **Exhibit C**

# **Monroe County Correspondence**

**Mark Tait**

**Subject:** FW: question pump out boat grant and funding from county

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**From:** Jones-Rich [mailto:Jones-Rich@MonroeCounty-FL.Gov]  
**Sent:** Tuesday, April 14, 2009 5:18 PM  
**To:** David Hawthorne  
**Subject:** RE: question pump out boat grant and funding from county

Hey David:

I can't authorize the 25% funding. Only the county commission can do that. We'll have to draft an interlocal agreement that describes who is paying for what, and get the BOCC to pass it. Let me know how you'll want to proceed. I can say that the BOCC most likely will approve such a request.

Rich

---

**From:** David Hawthorne [mailto:dhawthor@keywestcity.com]  
**Sent:** Tuesday, April 14, 2009 4:59 PM  
**To:** Jones-Rich  
**Cc:** Mark Tait  
**Subject:** question pump out boat grant and funding from county

Rich,

I was wondering if you could send an email stating that the county would commit to the 25 % of the second Pump out boat purchase for Key West Mooring field and City Marina. You and I discussed the use of the funding available from the state or funding provided for staffing of the vessel could cover the 25% left after the CVA grant covered 75% cost. I spoke with Brenda Leonard who informed me that we could use the "In Kind service" funds to cover the 25% cost but it would have to be done after the grant was completed or separately. The commitment from the county would help. Please let me know.

Thanks, Again  
David Hawthorne  
City Marina Supervisor  
305-809-3982

## **Exhibit D**

# **Pump-Out USA Correspondence**

**Mark Tait**

**From:** D BROWN [pousa@embarqmail.com]  
**Sent:** Monday, January 26, 2009 12:13 PM  
**To:** Mark Tait  
**Subject:** Re: Key West Pump Out Boat

Hello Mark,

It was very nice speaking with you. I just wanted to follow up with the specs of the Pumpout boat for Key West.

The Florida CVA is funding 75 % of new pumpout boats. Pumpout USA is in the position to take the cities old 26T1000 pumpout boat in on trade for the additional 25%. Ultimately this will give the city of Key West a brand new pumpout boat at no cost to the city. Now is the time to take advantage of this opportunity. The state has \$3.5 million dollars this year in grants available for these projects We have also spoken with the CVA and they will approve a \$15/20 fee due to the long runs, and the expenses involved with the special circumstances you face.  
Give me a call and let me know what you think.

Thanks,  
Donnie Brown  
850-259-9961

----- Original Message -----

**From:** "Mark Tait" <mtait@keywestcity.com>  
**To:** "pousa" <pousa@embarqmail.com>  
**Cc:** "Raymond Archer" <rarcher@keywestcity.com>  
**Sent:** Friday, January 23, 2009 1:05:46 PM GMT -06:00 US/Canada Central  
**Subject:** Key West Pump Out Boat

Donnie, nice talking to you. Please send me the info we were talking about. Copy Raymond also please.

**Mark Tait**  
**City of Key West**  
**Port Operations**  
**Marina Manager**  
**Office (305) 809-3985**  
**Fax (305) 293-8369**

## **Exhibit E**

### **Pump-Out USA Quote**

# PumpOutUSA

1150 Highway 83 N  
 Defuniak Springs FL 32433

Phone (850) 892-0807 Fax (850) 892-0887

DATE: 3/24/10  
 INVOICE #

BILL To: City Of Key West  
 PO Box 1409  
 Key West FL 33041

Ship To:  
 Same

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Sherry Lynn Brown	Boat 1		Delivery	Florida	50/50

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	26T1000 pumpout boat	\$84,000.00	\$84,000.00
1	Shipping & Handling	\$2,667.00	\$2,667.00

SUBTOTAL	\$86,667.00
TAX RATE	0.00%
SALES TAX	-
	\$86,667.00

Make all checks payable to PumpOut USA  
 If you have any questions concerning this invoice, contact Donnie Brown 850-892-0807

THANK YOU FOR YOUR BUSINESS!



## Model 26T-1000

The model 26T-1000 is a custom designed and manufactured PumpOut USA Mobile Marine Sewage Vessel. With a reinforced custom engineered hull the 26T-1000 is built to service mooring fields and large marinas while providing excellent handling and ease of operation.

The Model 26T-1000 boasts of a One thousand gallon Kevlar tank and an (empty) top speed of 25 mph. As with our entire line of marine sewage vessels, the model 26T-1000 comes equipped with a reliable marine sewage pump.

All PumpOut USA models including the T, and our new V Series come fully equipped for operation and ready to work.

PumpOut USA is committed to providing a convenient affordable pump-out vessel that meets your needs/requirements to make it possible for no discharge zones to be enacted in enclosed lakes, reservoirs, rivers, harbors and other bodies of water that need environmental protection. Funding for PumpOut USA vessels is available through the CVA Grant Program and we would be happy to assist you in applying/obtaining a grant. Please ask your sales representative for details and state program contacts.

## Standard Features & Equipment

- Custom Engineered 26, All Composite Construction (no wood)
- Recessed Motor Well for Improved Mobility
- Center Console with Leaning Post
- Aluminum T-Top or Pilot House
- Self Bailing Deck
- Bottom Paint
- Deck Cleats
- 182 Cubic Feet of Below Deck Storage
- 1 ½" Heavy Working Safety Rail System with 4 Entry's
- Custom 6" Perimeter Fender System
- Custom Deck Hardware
- 45 gallon Aluminum Fuel Tank
- 3.8 GPM Water Wash Down System with 25ft' Hose
- Fused Electrical Switch Panel
- VHF Radio
- Digital Depth Finder
- Navigation Lights
- Compass
- Heavy Duty Marine Battery
- Heavy Duty Battery Switch
- Hydraulic Trim Tabs
- Hydraulic Steering
- 1500 GPH Automatic/Manual Bilge Pump
- 150 HP Evinrude E-Tec Outboard Engine
- 1000 Gallon Custom Kevlar Reinforced Waste Tank
- Custom Fiberglass Pump Cover
- 50'- 1 ½" Suction Hose
- Waste Pump Powered by Gas/Electric Engine
- Waste Pump Fittings and Accessories
- Waste Tank Overfill Alarm
- Dock Lines
- 18" Poly Inflatable Fenders 2ea
- Anchor and Line
- USCG Required Safety Package
- Marina Logo Decals
- 4 Hours of Onsite Training





## **Exhibit F**

### **Bay Sails Marine Quote**



# BAY SAILS MARINE

CUSTOM DESIGN, MANUFACTURING, AND DISTRIBUTION OF MARINE TECHNOLOGIES  
www.baysailsmarine.com

2568 Route 6 Wellfleet, MA 02667

PH: 508.349.3840

FAX: 508.349.7982

## Price Guide 2010 ALCAR ENVIRONMENTAL

**Boat:**      \$ 36500.00  
Base Boat Price

### STANDARD FEATURES

- |  |   |
|--|---|
| All composite construction                         | Electric tank gauge with overflow alarm     |
| Upright, level foam flotation                      | Deluxe leaning post with storage            |
| Molded holding tank with baffled hatch             | Heavy duty Racor fuel/water separator       |
| Stainless steel cleats, bow eyes, and stern eyes   | Deluxe console with forward seat            |
| Edson electric powered pump, hose and fittings     | Built in fire extinguisher compartment      |
| Bilge pump/de-watering system                      | Port/starboard stainless steel work rails   |
| One piece molded tank and grid system              | Full secondary containment                  |
| Composite windshield with stainless steel handrail | LED navigation and anchor lights            |
| Dual Group 29 batteries, switch and wiring         | Built in battery compartment                |
| Rotational molded polyethylene 57 gallon fuel tank | Hydraulic steering                          |
| Dual battery condition indicator                   | Electric fuel tank gauge                    |
| Forward below deck rope locker                     | Forward below deck hose and fitting storage |
| 12 volt circuit breaker switch panel               | Self bailing flush deck and hatches         |

Motors:	Evinrude E-TEC 130 hp	2010	CVA	\$ 9,990.00	_____
	Evinrude E-TEC 150 hp	2010	CVA	\$10,990.00	<u>10 990 -</u>
	Evinrude E-TEC 175 hp	2010	CVA	\$12,450.00	_____
	Evinrude E-TEC 200 hp	2009	CVA	\$14,500.00	_____
	Evinrude E-TEC 225 hp	2010	CVA	\$15,900.00	_____
	Honda 135 hp	2010	CVA	\$9,900.00	_____
	Honda 150 hp	2010	CVA	\$10,990.00	_____
	Honda 200 hp	2010	CVA	\$14,800.00	_____
	Honda 225 hp	2010	CVA	\$17,900.00	_____

(Other makes, models and sizes quoted upon request)

Trailers: VRT-5250 Tandem 32-roller trailer for average use. \$3490.00 3490- pg. 2  
 VRT-7950 Tandem 64-roller trailer for loaded use \$5790.00 \_\_\_\_\_

**OPTIONS AND ACCESSORIES:**

Stainless steel propeller \$350.00 \_\_\_\_\_  
 Bottom paint - size specific \$790.00 - \$1190.00 840-  
 De-watering attachments \$280.00 \_\_\_\_\_  
 Fendering - rigid permanent mount (price per side) X 2 \$575.00 1150-  
 Fendering - 8in. X 20in. Inflatable on fixed eyes (both sides) \$1,450.00 \_\_\_\_\_  
 Tow post and line reel \$3,270.00 \_\_\_\_\_  
 Pilot house (in lieu of console) \$2,780.00 2780-  
 Fiberglass top for stainless steel T-top \$890.00 \_\_\_\_\_  
 Stainless steel T-top \$3270.00 \_\_\_\_\_  
 Electronics box for T-top \$495.00 \_\_\_\_\_  
 Light bar P.O.A. \_\_\_\_\_  
 USCG Safety package (standard) or commercial \$310.00 - \$545.00 310-  
 (Anchor, chain, line, 4 life jackets, 4 dock lines, air horn, fire extinguisher, life ring and flare kit)  
 Fire pump and hoses P.O.A. \_\_\_\_\_  
 Wash down system \$675.00 675-  
 Transom bar (guard) \$1,475.00 \_\_\_\_\_  
 Stern platform (single side) \$950.00 \_\_\_\_\_  
 (both sides) \$1,800.00 \_\_\_\_\_  
 Electric Peristaltic pump (in lieu of electric powered diaphragm pump) \$4,300.00 4300-  
 Electric hidden horn and switch \$150.00 \_\_\_\_\_  
 Dock lines (5 ea. 25' Samson braid with 12" eye) \$150.00 \_\_\_\_\_  
 Flush mount compass \$265.00 \_\_\_\_\_  
 Remote control search light P.O.A. \_\_\_\_\_  
 Electronics Package (VHF, GPS, Radar, Chart Plotters, Sounders) P.O.A. \_\_\_\_\_  
 Graphics/Lettering Package P.O.A. \_\_\_\_\_  
 Delivery, training and orientation P.O.A. \_\_\_\_\_  
 Other options, notes P.O.A. \_\_\_\_\_

Sales Tax or Exempt \_\_\_\_\_

TOTAL 61035-



The Alcar Environmental pumpout boat is the perfect answer for a high quality, low maintenance, and multi-purpose utility craft at a cost-effective price. It is designed to be user-friendly with a smooth riding V-hull and a fully self-bailing cockpit large enough for the most demanding jobs yet easily managed by a single operator. In addition to being an excellent pumpout boat the Alcar Environmental makes a great work boat, harbormaster boat, rescue craft, or police boat.

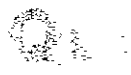
## Features

- Non-skid flooring
- Fiberglass pumpout cover
- Stainless steel cleats
- Radio Boxes
- Fiberglass T-Tops
- Dewatering attachments
- Edson diaphragm pump
- Self bailing cockpit
- Soft riding modified V-hull
- Maintenance-free molded fiberglass hull and deck
- One piece integral stringer grid
- User-friendly mistake-proof hose connections
- Fully foamed hull and deck
- Exceeds USCG standards for upright level foam floatation

## **Exhibit G**

Marine Boatbuilders Quote

# Marine Boatbuilders CO



PO Box 7826  
Warwick, RI 02887

**DATE:**  
March 4, 2009

E-MAIL: rick@marineboatbuilders.com  
Phone: 401-732-1975 Fax 401-732-4528

**BILL TO:**

David Hawthorne  
Citty Marina  
1801 N Roosevelt Blvd  
Kew West Florida 33040  
[dhawthor@keywestcity.com](mailto:dhawthor@keywestcity.com)

**For:**  
Pump-Kleen Pumpout Boat

DESCRIPTION	AMOUNT
1- 26' Pump-Kleen Pumpout out boat per attached specifications which include an Edson Peristaltic Pump. With 275 HP Mercury, or equal.	\$135,000.00 included
Delivery	\$3,000.00
Training for one day and delivery included.	included
Payment 1/2 down balance on delivery	
<b>TOTAL</b>	<b>\$138,000.00</b>

Make all checks payable to Marine Boatbuilders Co.  
If you have any questions concerning this invoice, contact Rick Audette 401-732-1975, rick@marineboatbuilders.com  
Cell: 401-935-0074

**THANK YOU FOR YOUR BUSINESS!**

## **Marine Boat Builders CO.**

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**PO BOX 7826  
WARWICK RI 02887**

**Telephone: 401-732-1975**

**FAX: 401-732-4528**

**E-Mail: [rick@marineboatbuilders.com](mailto:rick@marineboatbuilders.com)**

**Web site: [www.pumpoutboats.com](http://www.pumpoutboats.com)**

We are pleased to introduce our new 2009, 26' PUMPOUT BOAT. This is our third generation new mold. Built and designed from our thirteen years of experiences building PUMPOUT boats, Work boats, and Patrol boats. Our boats are built for safety, simplicity, and stability.

- **MODIFIED V HULL DESIGN**

The hull is constructed with a combination of hand laid woven, roving, and gun roving. All fiberglasses are "E" glass and the resin is thermo set polyester. The gelcoat is ISO NPG thermo set gelcoat, normally 0.30" thick. Our boat has a 24-degree dead rise at the stern, and a 12-degree transom angle. The hull transom is a composite laminate 1.5" thick, and 1" fiberglass a total of 3" thick. There is no wood in the transom.

- **STRINGER SYSTEM**

Our stringer system is a U channels all fiberglass state of the art system. There is no wood in our stringer system.

- **Deck, Floor**

The deck is a combination of hand laid woven, roving, and gun roving. Fiberglass "E" glass applied and the resin is thermostat gelcoat (white). Deck has a 12" step up in the bow area that is 48" long. It includes two forward large stowage areas with fiberglass hatches. The deck is free from any pumps, vents, or pipes of any kind leaving much-needed extra workspace, and NO trip hazards. Our floor is fiberglass composite, not wood like other boats there is NO wood in our deck, floor or in our boat. The deck is finished with non-skid on horizontal surfaces. Our deck is self-bailing at all times; weather containment cell is full or empty.



- **FOAMED FLOTATION**

Two-part thermostat foam is injected between the floor and hull in areas not occupied by tankage and other equipment.

- **FUEL TANK**

The fuel tank is 78 gallons and located below the deck.

- **CONTAINMENT CELL**

A built in 650 gallon fiberglass holding tank below the water line, is a standard feature on our 26' PUMPOUT BOAT. The containment cell has 5 layers of fiberglass that include 4 layers of 24 oz. Cloth. Our containment cell has 5 athwartship baffles. The Edson pump that runs the sewage tank is located completely under the center console. In addition, under the console is the intake, and discharge pipes. Leaving the entire deck free to any trip hazards and much needed additional working space. The vent is located outside the starboard hull. The tank has an alarm that sounds when tank is full.

- **OTHER STANDARD FEATURES**

1. T-Top hard top
2. Running lights. S/S Pop Up
3. Stainless steel bow eye and transom tie-downs. S/S pop up
4. Two 3" scuppers.
5. Heavy-duty rub rail.
6. 1100 G.P.M. automatic bilge pump.
8. (7) 10" stainless steel cleats pop-up cleats
9. The Cleat, chocks, and running lights in the bow are Stainless Steel Pop up
10. (6) mushroom cleats on inside of gunwale

- 11 Ritchie compass
- 12 Two deep cycle series batteries.
- 13 (1) Non-feed back battery switch.
- 14 Water wash down pump.
- 15 Stowage areas with doors.
- 16 Matching set of doors.
- 17 Seat in front of center console with stowage
- 18 all round fender system
- 19 Hydraulic steering

#### SPECIFICATIONS

Overall length:	26'
Beam:	9'11"
Draft:	19" lightship 24" full load
Dead rise:	24 degrees
Transom angle:	12 degrees
Weight :( LIGHTSHIP)	4,800 POUNDS
Weight: (FULL LOAD)	9,800 POUNDS
HP rating:	500 HP
MINIMUM ENGINE 2 X 150HP	
Freeboards:	44" forward, 27" aft.
Engine:	Minimum 1X 225 HP

- **WARRANTY**

We offer a five (5) year warranty on the hull and a 5-year warranty on the holding tank. This warranty applies as long as the boat is used as a Pumpout boat only.

- **Engine:**

Single 275 HP Mercury Verado four stroke, or equal

## **Exhibit H**

**E-mail from FDEP approving new rates**

**Mark Tait**

---

**From:** Leonard, Brenda [Brenda.Leonard@dep.state.fl.us]  
**Sent:** Thursday, June 25, 2009 3:10 PM  
**To:** Mark Tait  
**Cc:** Raymond Archer; Mark Finigan; David Hawthorne; Bohn, Deas R.  
**Subject:** RE: Pump-Out Vessel

Mr. Tait,

Per telephone conversation with Fish & Wildlife Service on June 25, 2009:

The following fee schedule has been approved based on the additional costs the City of Key West is incurring to perform pumpouts throughout the city.

25 gallons - \$5.00

50 gallons - \$10.00

75 gallons - \$15.00

100 gallons - \$20.00 and so forth

For each additional 25 gallons, you may charge an additional \$5.00.

Please post this fee schedule and keep a copy of this correspondence for your records.

Brenda Leonard  
Clean Marina Program Manager  
Clean Vessel Act Program Manager  
Department of Environmental Protection  
Office of Sustainable Initiatives  
3900 Commonwealth Blvd. MS 30  
Tallahassee, Florida 32399  
office: 850-245-2847  
fax: 850-245-2859  
Clean Marina Program:  
<http://www.dep.state.fl.us/cleanmarina>  
Clean Boating Partnership:  
<http://www.dep.state.fl.us/cleanmarina/default.htm>  
Clean Vessel Act:  
<http://www.dep.state.fl.us/cleanmarina/CVA>

*The Department of Environmental Protection values your feedback as a customer. DEP Secretary Michael W. Sole is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on this link to the DEP Customer Survey. Thank you in advance for completing the survey.*

**From:** Mark Tait [mailto:mtait@keywestcity.com]  
**Sent:** Monday, June 22, 2009 11:53 AM  
**To:** Leonard, Brenda  
**Cc:** Raymond Archer; Mark Finigan; David Hawthorne  
**Subject:** Pump-Out Vessel

Ms. Leonard,

The City of Key West would like to apply for grant funding for two new pump-out vessels to service the vessels in the surrounding waters and marinas of Key West. We currently have one older pump-out vessel that we would trade in as the 25% match for one of the new boats. Monroe County has agreed to fund the 25% of the second boat. The difficulty we are having making the decision to apply for the grant for the new boats is the fact that our operation is already operating at a loss. We charge \$10 per boat to pump them out since we are not under any grant restrictions. Not only do we service boats anchored around Key West we also service other marinas that do not have pump-out facilities. It should be noted that our pump-out boat does not operate in a closed basin area but in the waters surrounding the City of Key West as well as marinas in Key West that do not have pump-out facilities. In those marinas are commercial vessels (head boats) that have large holding tanks. We can only service a few of those and then have to return to our marina to empty out. At \$10 per boat we are currently operating at an approximate loss of 50% (see analysis below). Lowering the pump-out fee to \$5 would not be feasible and pretty much close our operation which is the only mobile pump-out operation in the City of Key West. It should also be noted that mooring field boats and recreational boats anchored out are our priority but we do service other marinas and commercial boats when we can since we are the only mobile pump-out service in Key West.

For your information all tenants at both City owned marinas including mooring field tenants receive free pump-outs when they need them. That service is included in their dockage rate. Transient boats are given a free pump-out when they arrive. At Key West Bight they can come to the dockmaster office later in their stay and borrow a pump-out hose and pump themselves out again if they need to at their own slip for free or come to the fuel dock and staff will pump them out for \$5. At City Marina the pump-out boat will give transient visitors a free pump-out when they arrive. Subsequent pump-outs from the pump-out boat are \$10.

Our intent is to acquire two new pump-out boats to perform pump-out service to all boats that need it in Key West, 7 days a week if the operation can at least pay for itself.

We are asking for preapproval to be able to adjust the pump-out fees, if we receive the grant, to either \$10 for normal sized anchored boats and \$20 for commercial boats, yachts and boats in marinas that do not have pump-out facilities of their own. Or to be able to charge for pump-outs on a sliding scale which would be more accurate. We would like to be able to charge \$5 for every 25 gallons of sewage pumped. For example some of these commercial vessels and large yachts have up to 300 gallon holding tanks. We have been pumping them out for \$10 but by the time we accomplish that and return to empty out it has cost us much more than that to provide the service. We do not want or intend to make any profit on the service but need to at least break even or come close to it. In exchange the City of Key will maintain and staff the pump-out boats itself. We understand there is grant funding available for that but believe this arrangement would be a cleaner, more efficient way to sustain the business.

The two Key West City Marinas just received "Clean Marina" designations (the first marinas in Key West to do so) and want to help the City as a whole to be clean and green by supplying pump-out services to anyone that needs them. We just need to be able to afford to make it work.

Thank You for your consideration in this,

Mark Tait  
City of Key West  
Port Operations  
Marina Manager  
Office (305) 809-3985  
Fax (305) 293-8369

---

From: David Hawthorne  
Sent: Tuesday, May 19, 2009 9:47 AM  
To: Mark Tait  
Subject: RE: Purchase of Pump out Vessel's

Mark, below is a seven month breakdown of cost to revenue October 08/ April 09.

Fuel = \$3,257.73

Maintenance and equip = \$8,162.00

Salary plus benefits= \$21,895.00

Total cost to operate = \$33,314.73 or divided by seven = \$4,759.25 monthly average cost or Daily average = \$158.64

Revenue generated = \$17,700.00 or divided by seven = \$2,528.57 monthly average revenue or Daily average= \$84.28

Per gallon cost average for 7 months = 24.8cents a gallon

Per gallon cost to the customer average 7 months = 13 cents a gallon.

We are currently charging \$10.00 per tank per customer with the exception of the mooring field customers who receive pump out as a provided service (No Charge)

David Hawthorne  
City Marina Supervisor  
305-809-3982

**Mark Tait**  
**City of Key West**  
**Port Operations**  
**Marina Manager**  
**Office (305) 809-3985**  
**Fax (305) 293-8369**



# Florida Department of Environmental Protection

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

Charlie Crist  
Governor

Jeff Kotkamp  
Lt. Governor

Michael W. Sole  
Secretary

May 28, 2010

Mr. David Hawthorne  
City of Key West  
City Marina at Garrison Bight  
1801 N. Roosevelt Boulevard  
Key West, FL 33040

**RE: CVA 09-560, MV006**

Dear Mr. Hawthorne:

Congratulations! Your contract for the purchase of a pumpout boat has been executed as of May 20, 2010, and you may now begin your project.

Enclosed are one original executed Agreement, and a Grant Award Package with the Florida Department of Environmental Protection.

Your project completion deadline is May 31, 2011 and your final invoice along with accompanying paperwork and photos must be submitted no later than June 14, 2011.

For payment reimbursement after project completion, please submit all receipts and invoices for agreement expenditures to this office, along with the documentation provided in the Grant Award Package, in one file in order to expedite the reimbursement process.

An Auditor would need to see: Copies of written quotes, Permit Certification form, Certificate of Completion form- (if requesting final payment), Grant Payment/ Match Request form, *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. In addition, the grantee is required to send in photos documenting the pumpout project is installed, and photos showing the required signage has been installed and is posted.

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

2010 JUN -3 PM 3:06  
KEY WEST, FLORIDA  
RECEIVED

Mr. Hawthorne

May 28, 2010

Page 2

- Clean Vessel Act Grant Package Instructions
- Progress Report Form- *This is an attachment to your contract, and due every 3 months until the project is complete (make copies).*
- 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).*
- Federal Law Part 80 and 85

Should you have any questions, please contact Diane Barber, at (850) 245-2865, and she will be happy to assist you. Thank you for your part in helping keep Florida's waters clean!

Sincerely,

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

Brenda Leonard  
Program Manager  
Clean Vessel Act Grant Program

Enclosures

BL/db



Department of Environmental Protection  
Office of Sustainable Initiatives  
Clean Vessel Act Grant Program

## Grant Award Package

Enclosed in your Grant Award Package, please find and *retain* all of the following instructions and forms. Several of the forms are to be completed and sent back to our office when you are ready for payment.

- Clean Vessel Act Grant Package Instructions
- Progress Report Form- *This is an attachment to your contract, and due every 3 months until the project is complete (make copies).*
- Permit Certification form- (to be signed by grantee and DEP District contact person).
- Project Signage requirements, samples, and manufactures-  
PO Symbol, Federal Register Vol. 60, Funded By Sign,  
Building Placard Sign (there are different signage requirements for FIND funded projects)
- Checklist for Processing CVA Payments form
- Certification of Completion form (to be submitted with your *Final* reimbursement invoice)
- *Three Grant Payment/Match Request forms (This is Attachment B of your contract and is to be submitted with each reimbursement invoice.)*
- Sample Operational Plan
- Quarterly Pumpout Submission form
- Sample Pumpout Log
- DEP District List
- Federal Law Part 80 and 85

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

**Pumpout Project Checklist and Instructions**

Congratulations! Enclosed is your original Project Agreement fully signed which now allows you to proceed with those items of the project for which you can request payment against the grant.

**Permit Certification Form**

This form is signed by you the grantee as well as DEP's submerged lands program administrator and wastewater program administrator conveying that all permits have been acquired for the pumpout project. It is the grantee's responsibility to ensure that all permits have been acquired for the pumpout project, however the Clean Vessel Act Program office will deliver the form to the program administrators within DEP, then the form will be delivered to you the grantee for signature ensuring that all necessary permits have been acquired for the project.

Florida Department of Environmental Protection  
 Clean Vessel Act Grant Program  
**PERMIT / LEASE CERTIFICATION FORM**  
 For Application No. CVA \_\_\_\_\_  
 Project Grant Agreement ID: \_\_\_\_\_

This certifies that all permits necessary for the proposed project have been acquired or will be acquired for the proposed completion of the project as detailed in the Project Agreement between the DEPARTMENT and the GRANTEE. The GRANTEE has agreed to pay for and acquire all necessary permits from the Florida Department of Environmental Protection (DEP), Water Management District, Local, and State (see checklist) and to acquire prior to commencement of the project. All construction activities require a permit for approval. All parties to the project must request the completion of the project upon approval prior to beginning any work.

**Project Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_

**Certified by:**  
 GRANTEE Project Manager: \_\_\_\_\_  
(Signature)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

This certifies that the project is in full compliance with the conditions of the permit or the fact that construction will not be started by the Department of Environmental Protection until it is obtained.

If no permits required please check here: \_\_\_\_\_ If no permits or lease conditions required please check here: \_\_\_\_\_ and sign below

WATERWAY PERMITTING \_\_\_\_\_ SUBMERGED LANDS AND ENVIRONMENTAL RESOURCE PERMITTING \_\_\_\_\_

PERMITS AND LEASE \_\_\_\_\_ PERMITS AND LEASE \_\_\_\_\_

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

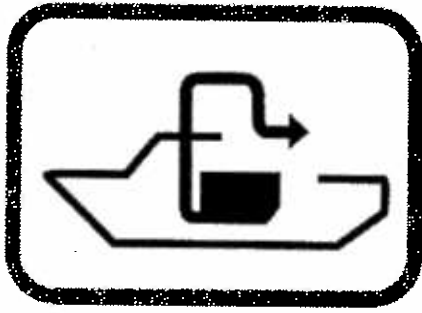
3-11-09

**Site Visits during project**

Although a site visit may have already been conducted before the project agreement, 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.

**Written Quotes**

**Prior** to beginning any work requiring the use of goods or services over \$2,500, three (3) 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 three 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



**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	
Project Office of Sustainable Initiatives	Approved By: CVA
Project Name: CVA _____	Project Address: 300 US
GRANTER:	GRANT BY: CVA Planning Project
EXECUTIVE DATE:	Final State Label
<b>GRANTER'S OFFICIAL USE</b>	
<small>CERTIFY: That the work under the above Project Agreement and all associated permits has been satisfactorily completed, that all permits, fees, and other charges against the project have been paid in accordance with the terms of the Agreement, that no other work has been started against the project that is not so provided by the terms of the Agreement, that the project has achieved substantial compliance with all other applicable laws and regulations, and that the project is ready for final payment. I hereby certify that the information provided is true and correct.</small>	
GRANTER'S SIGNATURE	GRANTER'S TITLE
DATE	DATE
TIME	TIME
STATE	STATE
<b>CERTIFICATE OF ACCEPTANCE BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>	
<small>CERTIFY: That the work under the above Project Agreement has been satisfactorily completed, that the terms of the Agreement and all other applicable laws and regulations have been satisfied, and that the project is ready for final payment. I hereby certify that the information provided is true and correct.</small>	
Office Address: 300 US Street, All Projects	Address: Office of Sustainable Initiatives
Project Manager	Director of Sustainable Initiatives
Project Name and Title	Project Name and Title
Date	Date

### Certification of Completion

When the project has been completed the Certification of Completion Form must be completed, signed, notarized and submitted. Once we receive this form the site will be inspected to see that the project is signed, accessible and operable as required in the Agreement. Any educational or awareness media developed must accompany the Certification of Completion form to ensure timely processing. 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.

### 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.

### **Educational Brochures or Materials for Public Distribution**

As part of the CVA grant program, we ask that grantees help to educate boaters on the effects of sewage in our water. The CVA program can supply such information for you to distribute or DEP will reimburse the grantee for any brochures or instructions printed which are for public distribution concerning the pumpout system or the CVA program. Include samples/copies of any material produced.

### **DEP District contact listing**

a DEP District List that has helpful contacts within each district is provided and you are encouraged to contact the program staff that you need assistance with.

### **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:

Marylynn Carey  
Grants Specialist  
Dept Of Environmental Protection  
Office of Sustainable Initiatives  
Clean Vessel Act Grant Program  
3900 Commonwealth Boulevard  
Mail Station 30  
Tallahassee, FL 32399-3000  
Telephone Number: (850) 245-2849  
Fax: (850) 245-2159  
Email: [Marylynn.Carey@dep.state.fl.us](mailto:Marylynn.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)

## FLORIDA CLEAN VESSEL ACT GRANT PROGRAM SIGNAGE REQUIREMENTS

The Federal Clean Vessel Act grant program requires that appropriate information signs be installed at pumpout stations. Such information should indicate fees, restrictions, hours of operation, operating instructions, and a contact name and telephone number if the facility is inoperable. 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" must be on the placard. These signs do not require a permit.

In addition, all recipients of a Federal Clean Vessel Act grant should display the correct pumpout symbol on facilities, such as pumpout and portable toilet dump stations, or on printed materials or other visual representations relating to project accomplishments or education /information.

The pumpout symbol (see attached) 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.

**The pumpout 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 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.

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 facilities land. For more information pertaining to signs, please follow the link below.

FWC Boating & Waterways Issues

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

(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.

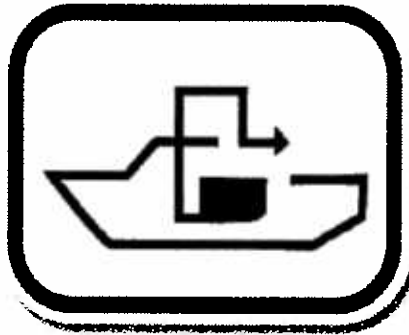
(iii) No portion of the symbol should be obscured by overprinting.

(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.

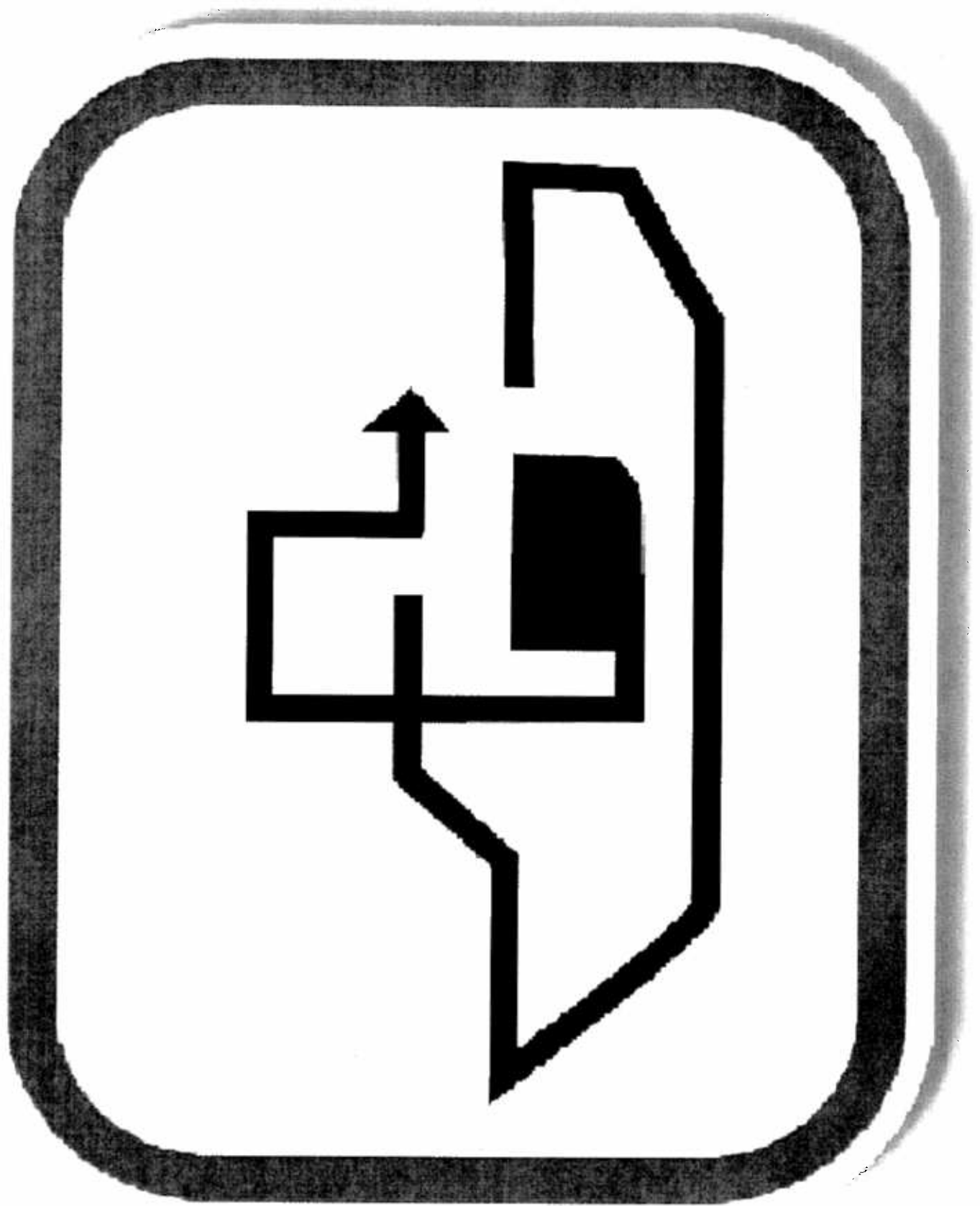
(d) *Pumpout slogan.* (1) A pumpout slogan should be used according to Service specifications to help increase awareness of the Clean Vessel Act Pumpout Grant Program. The slogan is meant to be used in conjunction with the pumpout symbol, on educational/informational material, and for other uses as appropriate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



# 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 HENRY  
PHONE: [YOUR PHONE NUMBER HERE]

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

THIS MARINA PROVIDES CLEAN VESSEL SERVICE  
IN PARTNERSHIP WITH THE U.S. FISH AND WILDLIFE SERVICE AND  
THE FLORIDA INLAND NAVIGATION DISTRICT 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 Australlan 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  
[jpm@navbuoy.com](mailto:jpm@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.rotonics.com](http://www.rotonics.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

**Nelson 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  
Clean Vessel Act Grant Program  
3900 Commonwealth Blvd MS 30  
Tallahassee, FL 32399  
850-245-2100

## **Check List and Instructions for Processing CVA Payments**

Several forms need to be completed in order to process an invoice from the grantee for project reimbursement. Below is a complete list of all items required to receive the funds outlined in the grant contract.

Partial reimbursements items 1-4

- 1) Grant payment / match form
  - 2) Invoice to DEP on grantee's company letterhead
  - 3) Vendor invoices and proof of payment
  - 4) Permit Certification form
- 

Final reimbursements items 1-8

- 5) Certificate of Completion form
- 6) Grant payment / match form
- 7) Invoice to DEP on grantee's company letterhead
- 8) Vendor invoices and proof of payment

# Pumpout Forms and Receipts

## 1) Grant Payment / Match Form – Send With ALL Payment Requests

Form must be completed, notarized and sent with each invoice for payment submitted to DEP. Form can be found in contract agreement as attachment \_\_\_\_\_ or online at \_\_\_\_\_

### Grant, Payment/Match Request

The key to successful management of the grant is not only making your project a reality, but also, collecting and maintaining documentation of your expenditures for both match credit and grant payments. *All invoices and cancelled checks or bank statements should be submitted to support your invoice and match claim to the grant.* Copies of these records must be submitted with documentation described below so that when an audit is performed by the Department it can be confirmed that not only was the project completed, but also, that expenditures and match claims against the grant were proper and invoice amounts agree. By collecting and keeping these records in order, you can ensure that amounts claimed on the grant will be accurate and that the audit will be positive.

In order to receive payment an invoice must be submitted reflecting actual expenditures prior to your request for payment and match allowable under the project agreement. The invoice must be submitted under your letterhead and accompany a completed Grant Payment/Match Request Form. *The first column on the form is for the 75% reimbursement you are requesting from DEP. The second column is for your 25% match amount.* Each item on the Grant Payment/Match Request Form corresponds to the items listed in Attachment A of your Agreement. Once the project is completed and has been inspected, final payment will be processed. You should allow approximately 45 days for grant payment requests. Should you have any questions please call our office for assistance to ensure timely processing of your payment request.

## 2) Invoice to DEP on grantee's company letterhead– Send With ALL Payment Requests

- Clearly label as INVOICE on grantee's Company letterhead
- Must include project application and agreement number
- Clearly list all items for reimbursement
- Must include accurate remittance address
- Must be dated and signed

## 3) Vendor invoices and proof of payment – Send With ALL Payment Requests

All vendor invoices and proof of payment must be for work performed during the contract award period. The contract award period begins the date of contract execution and ends on the date stated on page one of the project agreement. Proof of payment must be provided for all invoices for which the grantee is seeking reimbursement or claiming as a match.

### a. Any of the following can be considered Proof of Payment: PLEASE MAKE SURE RECEIPTS ARE LEGIBLE

- i. Copy of front and back of cancelled checks – grantee's financial institution can provide these copies.
- ii. Copy of a cashier's check or money order with transaction detail written on front
- iii. Cash register receipts for cash or credit expenditures.
- iv. Copy of bank statement for internal wire transaction detail from grantee's financial institution showing the item deducted from the grantee's account.
- v. Copy of employees payroll stub or copy of payroll register from the corporate office

**In-House Labor – can be used for pumpout operations or as match for pumpout installation**

- On facility letterhead list: employee name, dates of work performed, type of work performed, rate of pay, number of hours
- proof of payment: a copy of the employee's payroll receipt or company payroll ledger

**4) Permit Certification Form** –This form is signed by the grantee and by DEP submerged lands and DEP wastewater conveying that any permits needed have been obtained. DEP Tallahassee will send to DEP District office for signature, then will fax form to grantee for signature.

**5) Certification of Completion Form - Send With Final Payment Request**

Form must be completed, notarized and submitted with final invoice to DEP. Refer to the project checklist.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLEAN VESSEL ACT GRANT AWARD AGREEMENT  
CERTIFICATION OF COMPLETION**

Division: **Office of Sustainable Initiatives**

Application No. CVA

GRANTEE:

Project Agreement No. LE

AGREEMENT EXECUTION DATE:

AGREEMENT EXPIRATION DATE:

**GRANT AWARD AMOUNT: \$**

**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) \_\_\_\_\_

\_\_\_\_\_  
(Type 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

## **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)

### **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>  <b>CVA:</b>  <b>LE:</b>	Facility Name:  Facility Address:  Contact Phone Number:  Contact Name:
--	---

<b>Year 2010</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 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				



# DEP DISTRICT TECHNICAL AND OUTREACH SUPPORT

## NORTHWEST DISTRICT

Dick Francher, Director  
Technical Contact: Darryl Boudreau ext 1161  
Outreach: Shawn Hamilton ext 1180  
Wastewater: Bill Evans ext 1168  
Submerged Lands: Cheryl Cullison ext 1132  
160 Government Center  
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 Contacts: Sheena Chin  
Outreach: Russell Simpson ext 3206  
Wastewater: Jeff Martin ext 3314  
Submerged Lands: Jim Maher ext-3352  
7825 Baymeadows Way, Suite 200B  
Jacksonville, Florida 32256-75990  
(904) 807-3304 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

## CENTRAL DISTRICT

Vivian Garfein, Director  
Contact: Charles Johnson ext 3995  
Charles.D.Johnson@dep.state.fl.us  
Outreach: Jeff Prather ext 7860  
Wastewater: Dennise Judy ext 3989  
Submerged Lands: Lisa Prather 7869  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3995  
(407) 893-3995 Fax (407) 893-3599

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

## SOUTHWEST DISTRICT

Deborah Getzoff  
Technical Contact: Judy Ashton ext 342  
Outreach: Pam Vasquez ext 475  
Wastewater: Jeff Hilton ext 443  
Submerged Lands: Harry Michaels ext 337  
13051 N. Telecom Parkway  
Tampa, Florida 33637-0926  
(813) 632-7600 Fax (813) 632-7663

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

## SOUTH DISTRICT

Jon Iglehard, Director  
Technical Contact: Laura Comer ext 170  
External Affairs: Elijah Fleishauer ext 175  
Wastewater: Jamie Ingram  
Submerged Lands: Mark Miller ext 111  
2295 Victoria Avenue, Suite 364  
Ft. Myers, Florida 33901-3884  
(239) 332-6975 Fax (239) 332-6969

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

## SOUTHEAST DISTRICT

Tim Rach: Acting Director  
Technical Contact: Bill Richards 6681  
Outreach: Christina Lloren ext 6605  
Wastewater: Tim Powell ext 6684  
Submerged Lands: Jason Andreotta-  
(561) 681-6639  
400 North Congress Avenue  
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 ext 129  
External Affairs: Elijah Fleishauer (239) 332-6975 ext 175  
Wastewater: Steve Johnson ext 107  
Submerged Lands: Jean Murphy ext 102  
2796 Overseas Highway, Suite 221  
Marathon, Florida 33050  
(305) 289-2310 Fax (305) 289-2314

Jurisdiction: Florida Keys

**50 CFR Part 80 Subchapter F "Federal Aid to States In Fish and Wildlife Restoration" (abridged)**

Summary: This rule provides the administrative requirements for receiving federal aid under Wallop-Breaux funds through the U.S Fish and Wildlife.

**80.5 Eligible undertakings.**

The following are eligible for funding under the Acts:

(a) *Federal Aid in Wildlife Restoration Act.* (1) Projects having as their purpose the restoration, conservation, management, and enhancement of wild birds and wild mammals, and the provision for public use of and benefits from these resources.

(2) Projects having as their purpose the education of hunters and archers in the skills, knowledges, and attitudes necessary to be a responsible hunter or archer.

(b) *Federal Aid in Sport Fish Restoration Act.* (1) Projects having as their purpose the restoration, conservation, management, and enhancement of sport fish, and the provision for public use and benefits from these resources. Sport fish are limited to aquatic, gill-breathing, vertebrate animals, bearing paired fins, and having material value for sport or recreation.

(2) Additional funds resulting from expansion of the Sport Fish Restoration Program must be added to existing State fishery program funds available from traditional sources and not as a substitute therefor.

[47 FR 22539, May 25, 1982, as amended at 50 FR 21448, May 24, 1985]

**80.12 Cost sharing.**

Federal participation is limited to 75 percent of eligible costs incurred in the completion of approved work or the Federal share specified in the project agreement, whichever is less, except that the non-Federal cost sharing for the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, and American Samoa shall not exceed 25 percent and may be waived at the discretion of the regional director.

(a) A minimum Federal participation of 10 percent of the estimated costs is required as a condition of approval.

(b) The non-Federal share of project costs may be in the form of cash or in-kind contributions. The allowability and evaluation of in-kind contributions are subject to the policies and standards prescribed in Office of Management and Budget (OMB) Circular A-102.

(c) The non-Federal share of project costs may not be derived from other Federal funds, except as authorized by specific legislation.

**80.15 Allowable costs.**

(a) *What are allowable costs?* Allowable costs are costs that are necessary and reasonable for accomplishment of approved project purposes and are in accordance with the cost principles of OMB Circular A-87 (For availability, see 5 CFR 1310.3.).

(b) *What is required to determine the allowability of costs?* Source documents or other records as necessary must support all costs to substantiate the application of funds. Such documentation and records are subject to review by the Service and, if necessary, the Secretary to determine the allowability of costs.

(c) *Are costs allowable if they are incurred prior to the date of the grant agreement?* Costs incurred prior to the effective date of the grant agreement are allowable only when specifically provided for in the grant agreement.

(d) *How are costs allocated in multipurpose projects or facilities?* Projects or facilities designed to include purposes other than those eligible under either the Sport Fish Restoration or Wildlife Restoration Acts must provide for the allocation of costs among the various purposes. The method used to allocate costs must produce an equitable distribution of costs based on the relative uses or benefits provided.

(e) *What is the limit on administrative costs for State central services?* Administrative costs in the form of overhead or indirect costs for State central services outside of the State fish and wildlife agency must be in accord with an approved cost allocation plan and cannot exceed in any one fiscal year three per centum of the annual apportionment to that State. Each State has a State Wide Cost Allocation Plan that describes approved allocations of indirect costs to agencies and programs within the State.

(f) *How much money may be obligated for aquatic education and outreach and communications?* (1) Each of the 50 States may spend no more than 15 percent of the annual amount apportioned to it under provisions of the Federal Aid in Sport Fish Restoration Act for an aquatic education and outreach and communications program for the purpose of increasing public understanding of the Nation's water resources and associated aquatic life forms.

(2) The Commonwealth of Puerto Rico, the District of Columbia, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, and American Samoa are not limited to the 15-percent cap imposed on the 50 States. Each of these entities may spend more for these purposes with the approval of the appropriate Regional Director.

[66 FR 18212, Apr. 6, 2001]

#### **80.17 Maintenance.**

The State is responsible for maintenance of all capital improvements acquired or constructed with Federal Aid funds throughout the useful life of each improvement. Costs for such maintenance are allowable when provided for in approved projects. The maintenance of improvements acquired or constructed with non-Federal Aid funds are allowable costs when such improvements are necessary to accomplishment of project purposes as approved by the regional director, and when such costs are otherwise allowable by law.

#### **80.18 Responsibilities.**

In the conduct of activities funded under the Acts, the State is responsible for:

(a) The supervision of each project to assure it is conducted as provided in the project documents, including:

(1) Proper and effective use of funds.

(2) Maintenance of project records.

(3) Timely submission of reports.

(4) Regular inspection and monitoring of work in progress.

(b) The selection and supervision of project personnel to assure that:

(1) Adequate and competent personnel are available to carry the project through to a satisfactory and timely completion.

(2) Project personnel perform the work to ensure that time schedules are met, projected work units are accomplished, other performance objectives are being achieved, and reports are submitted as required.

(c) The accountability and control of all assets to assure that they serve the purpose for which acquired throughout their useful life.

(d) The compliance with all applicable Federal, State, and local laws.

(e) The settlement and satisfaction of all contractual and administrative issues arising out of procurement entered into.

#### **80.19 Records.**

The State shall maintain current and complete financial, property and procurement records in accordance with requirements contained in the Federal Aid Manual and OMB Circular A-102.

(a) Financial, supporting documents, and all other records pertinent to a project shall be retained for a period of three years after submission of the final expenditure report on the project. If any litigation, claim, or audit was started before the expiration of the three-year period, the records shall be retained until the resolution is completed. Records for nonexpendable property shall be retained for a period of three years following final disposition of the property.

(b) The Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the State.

#### **80.20 Land control.**

The State must control lands or waters on which capital improvements are made with Federal Aid funds. Controls may be exercised through fee title, lease, easement, or agreement. Control must be adequate for protection, maintenance, and use of the improvement throughout its useful life.

#### **80.21 Assurances.**

The State must agree to and certify that it will comply with all applicable Federal laws, regulations, and requirements as they relate to the application, acceptance, and use of Federal funds under the Acts. The Secretary shall have the right to review or inspect for compliance at any time. Upon determination of noncompliance, the Secretary may terminate or suspend those projects in noncompliance, or may declare the State ineligible for further participation in program benefits until compliance is achieved.

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.

*Costal 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.

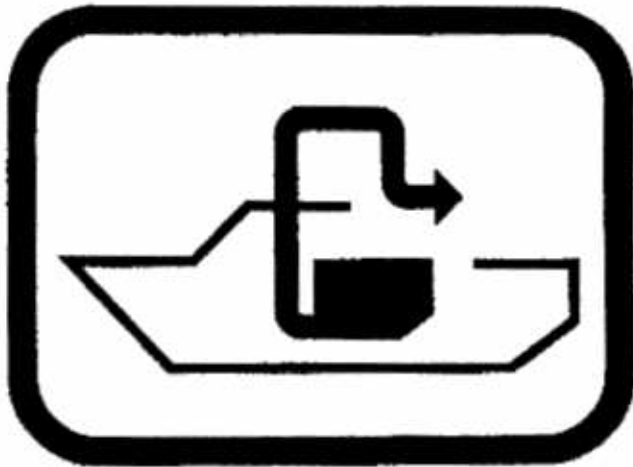
(iii) Do not obscure the symbol by overprinting.

(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 bolting 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.

[62 FR 45348, Aug. 27, 1997]

#### **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.

**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

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

May 28, 2010

Mr. David Hawthorne  
City of Key West  
City Marina at Garrison Bight  
1801 N. Roosevelt Boulevard  
Key West, FL 33040

**RE: CVA 09-555, MV020**

2010 JUN -3 PM 3:20  
KEY WEST, FLORIDA  
RECEIVED

Dear Mr. Hawthorne:

Enclosed are two original Project Agreements with attachments for signature under Florida's Clean Vessel Act Grant Program.

Project funding has been approved for \$65,001.00 for the purchase of a pumpout boat.

The above referenced numbers have been assigned to your project. Please refer to these numbers on any future correspondence concerning this project.

After the agreements and attachments are reviewed and the terms and conditions are understood, please have both agreements signed by someone authorized to execute legal documents for City of Key West, City Marina at Garrison Bight, and return both agreements and all attachments to this office.

Please return the agreements and attachments to:

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

When we receive the agreements and attachments, they will be processed for final execution and you will be notified that you may begin the project.



Mr. David Hawthorne  
May 28, 2010  
Page 2

As a reminder, no work may be started until your agreement is fully executed. Invoices for equipment or services performed prior to the agreement execution date cannot be reimbursed.

Before beginning any work, 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.

A grant award package containing instructions, one fully signed Project Agreement with Attachment(s), reporting forms and request for payment forms will then be sent to you. Your agreement will expire June 30, 2011. If for any reason you are unable to complete the project by this date notify us immediately.

Should you have any questions, please contact my staff member, Diane Barber, at (850)-245-2865, and she will be glad to assist you.

Sincerely,

A handwritten signature in black ink that reads "Brenda Leonard (DRB)". The signature is written in a cursive style with a large, sweeping flourish at the end.

Brenda Leonard  
Program Manager  
Clean Vessel Act Grant Program

Enclosures

BL/db



# Florida Department of Environmental Protection

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

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

June 14, 2010

Mr. David Hawthorne  
City of Key West  
City Marina at Garrison Bight  
1801 N. Roosevelt Boulevard  
Key West, FL 33040

**RE: CVA 09-555, MV020**

Dear Mr. Hawthorne:

Congratulations! Your contract for the purchase of a pumpout boat has been executed as of June 10, 2010, and you may now begin your project.

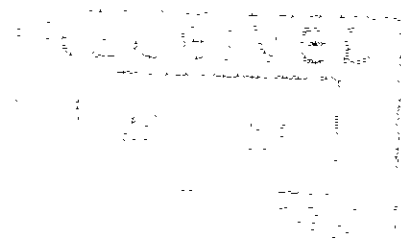
Enclosed are one original executed Agreement, and a Grant Award Package with the Florida Department of Environmental Protection.

Your project completion deadline is June 30, 2011 and your final invoice along with accompanying paperwork and photos must be submitted no later than July 14, 2011.

For payment reimbursement after project completion, please submit all receipts and invoices for agreement expenditures to this office, along with the documentation provided in the Grant Award Package, in one file in order to expedite the reimbursement process.

An Auditor would need to see: Copies of written quotes, Permit Certification form, Certificate of Completion form- (if requesting final payment), Grant Payment/ Match Request form, 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. In addition, the grantee is required to send in photos documenting the pumpout project is installed, and photos showing the required signage has been installed and is posted.

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



Mr. Hawthorne

June 14, 2011

Page 2

- Clean Vessel Act Grant Package Instructions
- Progress Report Form- *This is an attachment to your contract, and due every 3 months until the project is complete (make copies).*
- 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).*
- Federal Law Part 80 and 85

Should you have any questions, please contact Diane Barber, at (850) 245-2865, 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/db

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

**DEP Agreement No: MV020  
For CVA 09-555**

**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 1801 North Roosevelt Boulevard, Key West, Florida 33040 (hereinafter referred to as the "Grantee" or "Recipient"), a Local Government, to conduct Clean Vessel Act Grant; CVA 09-555, City of Key West for City Marina at Garrison Bight 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 09-555, City of Key West for City Marina at Garrison Bight, 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 June 30, 2011.
  - 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 \$65,001.00 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 changes between approved budget categories of up to 10% of the total budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Procurement Office and the Department 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. Partial payments of project costs are allowed under this Agreement. The Grantee shall submit a final invoice to the Department no later than July 14, 2011, 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. 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/aadir/reference%5Fguide> and allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E 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 three 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. 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).

- F. 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

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 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. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
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 12549 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.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- 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 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.
- C. 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.
- D. 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. 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

17. 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	
P.O. Box 1409	
Key West, Florida 33040-1409	
Telephone No.:	(305) 809-3982
Fax No.:	(305) 293-6477
E-mail Address:	dhawthor@keywestcity.com

18. 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.

19. 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.

20. 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

26. Land acquisition is not authorized under the terms of this Agreement.
27. 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/ToolkitFiles/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."
28. 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.
29. 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: J.K. Scholl  
Signature of Person Authorized to Sign

By: Deane Bohm  
Director, Office of Sustainable Initiatives

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

Date: 6-18-10

Date: 03 JUNE 2010

Brenda Leonard  
Brenda Leonard, DEP Grant Manager

FEID No. 59-6000346

S. Debbie Skelton  
DEP Contracts Administrator

Approved as to form and legality:

Maven G W  
DEP Attorney

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Scope of Work and Conditions (3 Pages)
Attachment	B	Grant Payment/Match Request Form (1 Page)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (2 Pages)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)
Attachment	G	Property Reporting Form (1 Page)
Attachment	H	Contract Provisions (3 Pages)
Attachment	I	Regulations (1 Page)

**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 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 \$65,001.00 and the Grantee agrees to undertake the project as described and submitted by the Grantee in the Grant Application, CVA 09-555, and provide a minimum 25% non-federal matching funds. The project is located at 1801 North Roosevelt Boulevard, Key West, Florida 33040.

**CONDITIONS**

**Reimbursement for Project Installation**

1. The Grantee shall obtain all required permits and approvals prior to commencement of the project. A grant award is not an indication of permitability of a project. A Permit Certification Form, supplied by the Department, shall be sent to and be on file with the Department 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 will be processed by the Department in an expeditious manner upon approval of all required documents as outlined in Paragraphs 5.B. through 5.E. of this 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 Progress Report Form, the Department will process the request for payment.
4. The final request shall be accompanied by a completed and signed Project Completion Form to be provided by the Department, a copy of the Operational Plan as described in Condition 1 of the Operations section of this Attachment, a copy of the operational log required under Condition 8 of the Operations section of this Attachment, and photographs of the completed project.

**Operations**

1. The Grantee will conduct operations of the pumpout facility, pumpout vessel, or dump stations under an 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 with the certification of project construction completion.
2. Each pumpout facility or dump station funded under this Agreement shall be open and available to the recreational boating public. Each pumpout facility, pumpout vessel, or dump station shall be operated,

maintained, and continue to be reasonably accessible to all recreational vessels for the full five year period as described and set forth in Paragraph 4.A. of this Agreement.

3. The Grantee will 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.
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. All informational markers located on 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 on the station housing. 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 will be designed and operated in accordance with state and local health regulations.
7. Pumpout facilities, pumpout vessels, or dump station services will be provided free of charge or for a fee not to exceed \$5 per vessel. Fees greater than \$5 require prior written approval by the Department of an itemized operational cost justification. Fee accounting will be provided with the quarterly log described below. If fees are collected, such proceeds shall be retained, accounted for, and used by the operator exclusively to defray operation and maintenance costs of the pumpout equipment and associated materials.
8. The pumpout facility operator shall maintain an operational log to be submitted to the Department the first day of each calendar quarter beginning with 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, fees charged, and maintenance, labor, or other operational costs incurred. Volume of sewage handled must be determined as described in the approved operational plan. Costs may be estimated unless greater than \$5 fees are charged. Collections of higher fees require detailed accounting of operational costs through a method included in and approved with the operational plan.

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## TASKS/DELIVERABLES

The following is a schedule of tasks/deliverables and budget amounts for the completion of those tasks. 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 Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Procurement Office and the Department 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 date extension will require a formal written amendment to the project 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 or in-kind effort by a third party on behalf of the Grantee shall be at least 25% of the total amount actually expended on the 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.

### Order of Tasks/Deliverables and Amounts

<b>Tasks</b>	<b>Detail/Deliverables</b>	<b>Total Project Amount (100%)</b>
Permitting	State and local permits required for installation of equipment.	<b>\$0.00</b>
Construction	Materials and Labor required to prepare site for equipment.	<b>\$0.00</b>
Renovation	Materials and Labor necessary to restore pumpout equipment.	<b>\$0.00</b>
Equipment Purchase	Pumpout or waste receptacle equipment and delivery.	<b>\$86,667.00</b>
Equipment Installation	Plumbing, electrical, supplies, and labor.	<b>\$0.00</b>
Operations	Costs associated with operating pumpout equipment.	<b>\$0.00</b>
Maintenance and Repair	Necessary preventive maintenance and repair of equipment including parts and labor.	<b>\$0.00</b>
Sewage Hauling	Costs associated with hauling sewage to permitted wastewater treatment facility.	<b>\$0.00</b>
Pumpout Signage	Operation instruction, information and pumpout logo signs, as required.	<b>\$0.00</b>
Education and Instructional Materials	Copies of Brochures or handout information about the Clean Vessel Act and the equipment available for public use.	<b>\$0.00</b>
	<b>Total Project Amount</b> <b>100%</b>	<b>\$86,667.00</b>
	<b>Total Grant Award Amount</b> <b>75%</b>	<b>\$65,001.00</b>
	<b>Total Match Amount</b> <b>25%</b>	<b>\$21,666.00</b>

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**ATTACHMENT B  
GRANT PAYMENT/MATCH REQUEST**

City of Key West

MV020

CVA 09-555

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	\$N/A _____
Construction	N/A _____
Renovation	N/A _____
Equipment Purchase	_____
Equipment Installation	N/A _____
Operations	N/A _____
Maintenance and Repair	N/A _____
Sewage Hauling	N/A _____
Pumpout Signage	N/A _____
Education and Instructional Materials	N/A _____
<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. MV020. 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



## 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.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

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

<b>DEP Agreement No.:</b>	MV020		
<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. MV020 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", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

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

## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

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

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

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

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

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

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

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

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

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

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

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

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

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

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

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**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 850/245-2411.

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. You must submit a paper copy of your audit, we cannot receive it electronically.

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. MV020**  
**(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 upgraded 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:	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 the 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. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
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)).

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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 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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Department of Environmental Protection  
Office of Sustainable Initiatives  
Clean Vessel Act Grant Program

## Grant Award Package

Enclosed in your Grant Award Package, please find and *retain* all of the following instructions and forms. Several of the forms are to be completed and sent back to our office when you are ready for payment.

- Clean Vessel Act Grant Package Instructions
- Progress Report Form- *This is an attachment to your contract, and due every 3 months until the project is complete (make copies).*
- Permit Certification form- (to be signed by grantee and DEP District contact person).
- Project Signage requirements, samples, and manufactures- PO Symbol, Federal Register Vol. 60, Funded By Sign, Building Placard Sign (there are different signage requirements for FIND funded projects)
- Checklist for Processing CVA Payments form
- Certification of Completion form (to be submitted with your *Final* reimbursement invoice)
- *Three Grant Payment/Match Request forms (This is Attachment B of your contract and is to be submitted with each reimbursement invoice.)*
- Sample Operational Plan
- Quarterly Pumpout Submission form
- Sample Pumpout Log
- DEP District List
- Federal Law Part 80 and 85



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  
[jpm@navbuoy.com](mailto:jpm@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.rotonics.com](http://www.rotonics.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

**Nelson 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  
Clean Vessel Act Grant Program  
3900 Commonwealth Blvd MS 30  
Tallahassee, FL 32399  
850-245-2100

## **Check List and Instructions for Processing CVA Payments**

Several forms need to be completed in order to process an invoice from the grantee for project reimbursement. Below is a complete list of all items required to receive the funds outlined in the grant contract.

Partial reimbursements items 1-4

- 1) Grant payment / match form
  - 2) Invoice to DEP on grantee's company letterhead
  - 3) Vendor invoices and proof of payment
  - 4) Permit Certification form
- 

Final reimbursements items 1-8

- 5) Certificate of Completion form
- 6) Grant payment / match form
- 7) Invoice to DEP on grantee's company letterhead
- 8) Vendor invoices and proof of payment

## Pumpout Forms and Receipts

### 1) Grant Payment / Match Form – Send With ALL Payment Requests

Form must be completed, notarized and sent with each invoice for payment submitted to DEP. Form can be found in contract agreement as attachment \_\_\_\_\_ or online at \_\_\_\_\_

#### Grant, Payment/Match Request

The key to successful management of the grant is not only making your project a reality, but also, collecting and maintaining documentation of your expenditures for both match credit and grant payments. *All invoices and cancelled checks or bank statements should be submitted to support your invoice and match claim to the grant.* Copies of these records must be submitted with documentation described below so that when an audit is performed by the Department it can be confirmed that not only was the project completed, but also, that expenditures and match claims against the grant were proper and invoice amounts agree. By collecting and keeping these records in order, you can ensure that amounts claimed on the grant will be accurate and that the audit will be positive.

In order to receive payment an invoice must be submitted reflecting actual expenditures prior to your request for payment and match allowable under the project agreement. The invoice must be submitted under your letterhead and accompany a completed Grant Payment/Match Request Form. *The first column on the form is for the 75% reimbursement you are requesting from DEP. The second column is for your 25% match amount.* Each item on the Grant Payment/Match Request Form corresponds to the items listed in Attachment A of your Agreement. Once the project is completed and has been inspected, final payment will be processed. You should allow approximately 45 days for grant payment requests. Should you have any questions please call our office for assistance to ensure timely processing of your payment request.

### 2) Invoice to DEP on grantee's company letterhead– Send With ALL Payment Requests

- Clearly label as INVOICE on grantee's Company letterhead
- Must include project application and agreement number
- Clearly list all items for reimbursement
- Must include accurate remittance address
- Must be dated and signed

### 3) Vendor invoices and proof of payment – Send With ALL Payment Requests

All vendor invoices and proof of payment must be for work performed during the contract award period. The contract award period begins the date of contract execution and ends on the date stated on page one of the project agreement. Proof of payment must be provided for all invoices for which the grantee is seeking reimbursement or claiming as a match.

a. Any of the following can be considered Proof of Payment: PLEASE MAKE SURE RECEIPTS ARE LEGIBLE

- i. Copy of front and back of cancelled checks – grantee's financial institution can provide these copies.
- ii. Copy of a cashier's check or money order with transaction detail written on front
- iii. Cash register receipts for cash or credit expenditures.
- iv. Copy of bank statement for internal wire transaction detail from grantee's financial institution showing the item deducted from the grantee's account.
- v. Copy of employees payroll stub or copy of payroll register from the corporate office

**In-House Labor – can be used for pumpout operations or as match for pumpout installation**

- On facility letterhead list: employee name, dates of work performed, type of work performed, rate of pay, number of hours
- proof of payment: a copy of the employee's payroll receipt or company payroll ledger

**4) Permit Certification Form** –This form is signed by the grantee and by DEP submerged lands and DEP wastewater conveying that any permits needed have been obtained. DEP Tallahassee will send to DEP District office for signature, then will fax form to grantee for signature.

**5) Certification of Completion Form - Send With Final Payment Request**

Form must be completed, notarized and submitted with final invoice to DEP. Refer to the project checklist.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLEAN VESSEL ACT GRANT AWARD AGREEMENT  
CERTIFICATION OF COMPLETION**

Division: **Office of Sustainable Initiatives**

Application No. CVA

GRANTEE:

Project Agreement No. LE

AGREEMENT EXECUTION DATE:

AGREEMENT EXPIRATION DATE:

**GRANT AWARD AMOUNT: \$**

**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) \_\_\_\_\_

\_\_\_\_\_

(Type 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

## **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)

### **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:</b>	Contact Phone Number:
	Contact Name:

<b>Year 2010</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 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				





# DEP DISTRICT TECHNICAL AND OUTREACH SUPPORT

## NORTHWEST DISTRICT

Dick Francher, Director  
Technical Contact: Darryl Boudreau ext 1161  
Outreach: Shawn Hamilton ext 1180  
Wastewater: Bill Evans ext 1168  
Submerged Lands: Cheryl Cullison ext 1132  
160 Government Center  
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 Contacts: Sheena Chin  
Outreach: Russell Simpson ext 3206  
Wastewater: Jeff Martin ext 3314  
Submerged Lands: Jim Maher ext-3352  
7825 Baymeadows Way, Suite 200B  
Jacksonville, Florida 32256-75990  
(904) 807-3304 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

## CENTRAL DISTRICT

Vivian Garfein, Director  
Contact: Charles Johnson ext 3995  
Charles.D.Johnson@dep.state.fl.us  
Outreach: Jeff Prather ext 7860  
Wastewater: Dennise Judy ext 3989  
Submerged Lands: Lisa Prather 7869  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3995  
(407) 893-3995 Fax (407) 893-3599

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

## SOUTHWEST DISTRICT

Deborah Getzoff  
Technical Contact: Judy Ashton ext 342  
Outreach: Pam Vasquez ext 475  
Wastewater: Jeff Hilton ext 443  
Submerged Lands: Harry Michaels ext 337  
13051 N. Telecom Parkway  
Tampa, Florida 33637-0926  
(813) 632-7600 Fax (813) 632-7663

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

## SOUTH DISTRICT

Jon Iglehard, Director  
Technical Contact: Laura Comer ext 170  
External Affairs: Elijah Fleishauer ext 175  
Wastewater: Jamie Ingram  
Submerged Lands: Mark Miller ext 111  
2295 Victoria Avenue, Suite 364  
Fl. Myers, Florida 33901-3884  
(239) 332-6975 Fax (239) 332-6969

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

## SOUTHEAST DISTRICT

Tim Rach: Acting Director  
Technical Contact: Bill Richards 6681  
Outreach: Christina Lloren ext 6605  
Wastewater: Tim Powell ext 6684  
Submerged Lands: Jason Andreotta-  
(561-681-6639)  
400 North Congress Avenue  
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 ext 129  
External Affairs: Elijah Fleishauer (239) 332-6975 ext 175  
Wastewater: Steve Johnson ext 107  
Submerged Lands: Jean Murphy ext 102  
2796 Overseas Highway, Suite 221  
Marathon, Florida 33050  
(305) 289-2310 Fax (305) 289-2314

Jurisdiction: Florida Keys

**50 CFR Part 80 Subchapter F "Federal Aid to States in Fish and Wildlife Restoration" (abridged)**

Summary: This rule provides the administrative requirements for receiving federal aid under Wallop-Breaux funds through the U.S Fish and Wildlife.

**80.5 Eligible undertakings.**

The following are eligible for funding under the Acts:

(a) *Federal Aid in Wildlife Restoration Act.* (1) Projects having as their purpose the restoration, conservation, management, and enhancement of wild birds and wild mammals, and the provision for public use of and benefits from these resources.

(2) Projects having as their purpose the education of hunters and archers in the skills, knowledges, and attitudes necessary to be a responsible hunter or archer.

(b) *Federal Aid in Sport Fish Restoration Act.* (1) Projects having as their purpose the restoration, conservation, management, and enhancement of sport fish, and the provision for public use and benefits from these resources. Sport fish are limited to aquatic, gill-breathing, vertebrate animals, bearing paired fins, and having material value for sport or recreation.

(2) Additional funds resulting from expansion of the Sport Fish Restoration Program must be added to existing State fishery program funds available from traditional sources and not as a substitute therefor.

[47 FR 22539, May 25, 1982, as amended at 50 FR 21448, May 24, 1985]

**80.12 Cost sharing.**

Federal participation is limited to 75 percent of eligible costs incurred in the completion of approved work or the Federal share specified in the project agreement, whichever is less, except that the non-Federal cost sharing for the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, and American Samoa shall not exceed 25 percent and may be waived at the discretion of the regional director.

(a) A minimum Federal participation of 10 percent of the estimated costs is required as a condition of approval.

(b) The non-Federal share of project costs may be in the form of cash or in-kind contributions. The allowability and evaluation of in-kind contributions are subject to the policies and standards prescribed in Office of Management and Budget (OMB) Circular A-102.

(c) The non-Federal share of project costs may not be derived from other Federal funds, except as authorized by specific legislation.

**80.15 Allowable costs.**

(a) *What are allowable costs?* Allowable costs are costs that are necessary and reasonable for accomplishment of approved project purposes and are in accordance with the cost principles of OMB Circular A-87 (For availability, see 5 CFR 1310.3.).

(b) *What is required to determine the allowability of costs?* Source documents or other records as necessary must support all costs to substantiate the application of funds. Such documentation and records are subject to review by the Service and, if necessary, the Secretary to determine the allowability of costs.

(c) *Are costs allowable if they are incurred prior to the date of the grant agreement?* Costs incurred prior to the effective date of the grant agreement are allowable only when specifically provided for in the grant agreement.

(d) *How are costs allocated in multipurpose projects or facilities?* Projects or facilities designed to include purposes other than those eligible under either the Sport Fish Restoration or Wildlife Restoration Acts must provide for the allocation of costs among the various purposes. The method used to allocate costs must produce an equitable distribution of costs based on the relative uses or benefits provided.

(e) *What is the limit on administrative costs for State central services?* Administrative costs in the form of overhead or indirect costs for State central services outside of the State fish and wildlife agency must be in accord with an approved cost allocation plan and cannot exceed in any one fiscal year three per centum of the annual apportionment to that State. Each State has a State Wide Cost Allocation Plan that describes approved allocations of indirect costs to agencies and programs within the State.

(f) *How much money may be obligated for aquatic education and outreach and communications?* (1) Each of the 50 States may spend no more than 15 percent of the annual amount apportioned to it under provisions of the Federal Aid in Sport Fish Restoration Act for an aquatic education and outreach and communications program for the purpose of increasing public understanding of the Nation's water resources and associated aquatic life forms.

(2) The Commonwealth of Puerto Rico, the District of Columbia, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, and American Samoa are not limited to the 15-percent cap imposed on the 50 States. Each of these entities may spend more for these purposes with the approval of the appropriate Regional Director.

[66 FR 18212, Apr. 6, 2001]

#### **80.17 Maintenance.**

The State is responsible for maintenance of all capital improvements acquired or constructed with Federal Aid funds throughout the useful life of each improvement. Costs for such maintenance are allowable when provided for in approved projects. The maintenance of improvements acquired or constructed with non-Federal Aid funds are allowable costs when such improvements are necessary to accomplishment of project purposes as approved by the regional director, and when such costs are otherwise allowable by law.

#### **80.18 Responsibilities.**

In the conduct of activities funded under the Acts, the State is responsible for:

(a) The supervision of each project to assure it is conducted as provided in the project documents, including:

(1) Proper and effective use of funds.

(2) Maintenance of project records.

(3) Timely submission of reports.

(4) Regular inspection and monitoring of work in progress.

(b) The selection and supervision of project personnel to assure that:

(1) Adequate and competent personnel are available to carry the project through to a satisfactory and timely completion.

(2) Project personnel perform the work to ensure that time schedules are met, projected work units are accomplished, other performance objectives are being achieved, and reports are submitted as required.

(c) The accountability and control of all assets to assure that they serve the purpose for which acquired throughout their useful life.

(d) The compliance with all applicable Federal, State, and local laws.

(e) The settlement and satisfaction of all contractual and administrative issues arising out of procurement entered into.

#### **80.19 Records.**

The State shall maintain current and complete financial, property and procurement records in accordance with requirements contained in the Federal Aid Manual and OMB Circular A-102.

(a) Financial, supporting documents, and all other records pertinent to a project shall be retained for a period of three years after submission of the final expenditure report on the project. If any litigation, claim, or audit was started before the expiration of the three-year period, the records shall be retained until the resolution is completed. Records for nonexpendable property shall be retained for a period of three years following final disposition of the property.

(b) The Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the State.

#### **80.20 Land control.**

The State must control lands or waters on which capital improvements are made with Federal Aid funds. Controls may be exercised through fee title, lease, easement, or agreement. Control must be adequate for protection, maintenance, and use of the improvement throughout its useful life.

#### **80.21 Assurances.**

The State must agree to and certify that it will comply with all applicable Federal laws, regulations, and requirements as they relate to the application, acceptance, and use of Federal funds under the Acts. The Secretary shall have the right to review or inspect for compliance at any time. Upon determination of noncompliance, the Secretary may terminate or suspend those projects in noncompliance, or may declare the State ineligible for further participation in program benefits until compliance is achieved.

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).

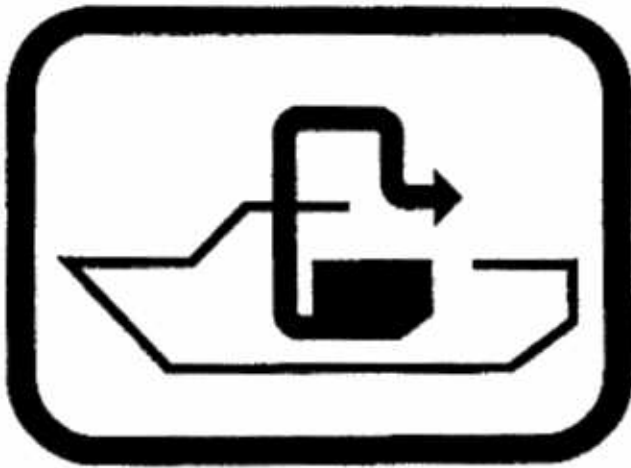
(4) The Service encourages other persons or organizations, such as marinas with pumpout stations not constructed with Clean Vessel Act funds, to use the symbol to advance the purposes of the Clean Vessel Act program.

(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:



[View or download PDF](#)

(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 bolting 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.

[62 FR 45348, Aug. 27, 1997]

#### **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:



[View or download PDF](#)

(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.

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

### Pumpout Project Checklist and Instructions

Congratulations! Enclosed is your original Project Agreement fully signed which now allows you to proceed with those items of the project for which you can request payment against the grant.

### Permit Certification Form

This form is signed by you the grantee as well as DEP's submerged lands program administrator and wastewater program administrator conveying that all permits have been acquired for the pumpout project. It is the grantee's responsibility to ensure that all permits have been acquired for the pumpout project, however the Clean Vessel Act Program office will deliver the form to the program administrators within DEP, then the form will be delivered to you the grantee for signature ensuring that all necessary permits have been acquired for the project.

Florida Department of Environmental Protection  
Clean Vessel Act Grant Program  
PERMIT / LEASE CERTIFICATION FORM  
For Application No. CVA \_\_\_\_\_  
Project Grant Agreement No. \_\_\_\_\_

This certifies that all permits necessary for the proposed project have been approved and obtained. The recipient will maintain copies of the permits for himself at the Project Agreement site over the DEPARTMENT and the GRANTEE. I understand that all required permits and approvals are in the Florida Department of Environmental Protection (DEP), Water Management Division, Land and Obstacle Division, and will be submitted for consideration of the project. I also understand that all necessary records are in process for approval, at present. The recipient of the certification of the project may advise of any in completing any work.

Facility Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Contact: \_\_\_\_\_

Certified by:  
GRANTEE Project Manager: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_

This certifies that all permits necessary for the proposed project to the satisfaction of the Department of Environmental Protection have been obtained.

If no permits required please check here: \_\_\_\_\_ If no permit is used or a substitute permit used check here: \_\_\_\_\_

Wastewater Permitting: \_\_\_\_\_ Submerged Lands and Environmental Resources Permitting: \_\_\_\_\_

Print name and title: \_\_\_\_\_ Print name and title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

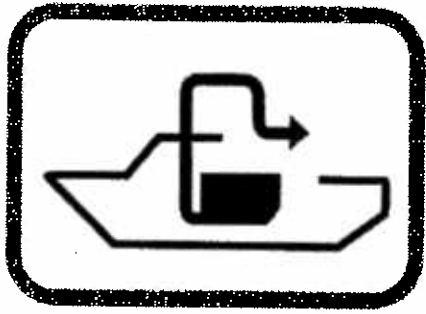
3-12-08

### Site Visits during project

Although a site visit may have already been conducted before the project agreement, 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.

### Written Quotes

**Prior** to beginning any work requiring the use of goods or services over \$2,500, three (3) 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 three 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.



**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	
Project: <u>COCA at Seaside</u>	Applicable to: <u>US</u>
Project Code: <u>COA</u>	Project Agreement No.: <u>18</u>
GRANTEE:	GRANT BY: <u>COA Program</u>
EXPIRE DATE:	<u>180 Days</u>
<b>GRANTEE'S AFFIDAVIT</b>	
<p>I CERTIFY that the work under the above Project Agreement has been substantially completed and that the site is available, open and ready for use. I understand that the completion of this Agreement does not constitute a warranty of any kind. I understand that the project is subject to the terms and conditions of the project agreement and that I am responsible for the project. I understand that the project is subject to the terms and conditions of the project agreement and that I am responsible for the project.</p>	
NOTARY PUBLIC: <u>Shirley Ann Jones</u>	GRANTEE: _____
Witness on: _____	By: _____
To: _____	_____
Date: _____	Date: _____
State: _____	State: _____
City: _____	City: _____
County: _____	County: _____
<b>CERTIFICATE OF COMPLETION BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>	
<p>I CERTIFY that the work under the above Project Agreement has been substantially completed and that the site is available, open and ready for use. I understand that the completion of this Agreement does not constitute a warranty of any kind. I understand that the project is subject to the terms and conditions of the project agreement and that I am responsible for the project. I understand that the project is subject to the terms and conditions of the project agreement and that I am responsible for the project.</p>	
Class Administrator: _____	Director: Office of Sustainable Initiatives
Project Manager: _____	Director of Compliance & Enforcement
Print Name and Title: _____	Print Name and Title: _____
Date: _____	Date: _____

### Certification of Completion

When the project has been completed the Certification of Completion Form must be completed, signed, notarized and submitted. Once we receive this form the site will be inspected to see that the project is signed, accessible and operable as required in the Agreement. Any educational or awareness media developed must accompany the Certification of Completion form to ensure timely processing. 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.

### 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.



### **Educational Brochures or Materials for Public Distribution**

As part of the CVA grant program, we ask that grantees help to educate boaters on the effects of sewage in our water. The CVA program can supply such information for you to distribute or DEP will reimburse the grantee for any brochures or instructions printed which are for public distribution concerning the pumpout system or the CVA program. Include samples/copies of any material produced.

### **DEP District contact listing**

a DEP District List that has helpful contacts within each district is provided and you are encouraged to contact the program staff that you need assistance with.

### **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:

Marylynn Carey  
Grants Specialist  
Dept Of Environmental Protection  
Office of Sustainable Initiatives  
Clean Vessel Act Grant Program  
3900 Commonwealth Boulevard  
Mail Station 30  
Tallahassee, FL 32399-3000  
Telephone Number: (850) 245-2849  
Fax: (850) 245-2159  
Email: [Marylynn.Carey@dep.state.fl.us](mailto:Marylynn.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)

## FLORIDA CLEAN VESSEL ACT GRANT PROGRAM SIGNAGE REQUIREMENTS

The Federal Clean Vessel Act grant program requires that appropriate information signs be installed at pumpout stations. Such information should indicate fees, restrictions, hours of operation, operating instructions, and a contact name and telephone number if the facility is inoperable. 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" must be on the placard. These signs do not require a permit.

In addition, all recipients of a Federal Clean Vessel Act grant should display the correct pumpout symbol on facilities, such as pumpout and portable toilet dump stations, or on printed materials or other visual representations relating to project accomplishments or education /information.

The pumpout symbol (see attached) 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.

**The pumpout 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 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.

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 facilities land. For more information pertaining to signs, please follow the link below.

FWC Boating & Waterways Issues

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

(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.

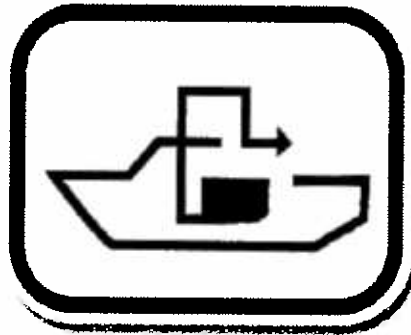
(iii) No portion of the symbol should be obscured by overprinting.

(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.

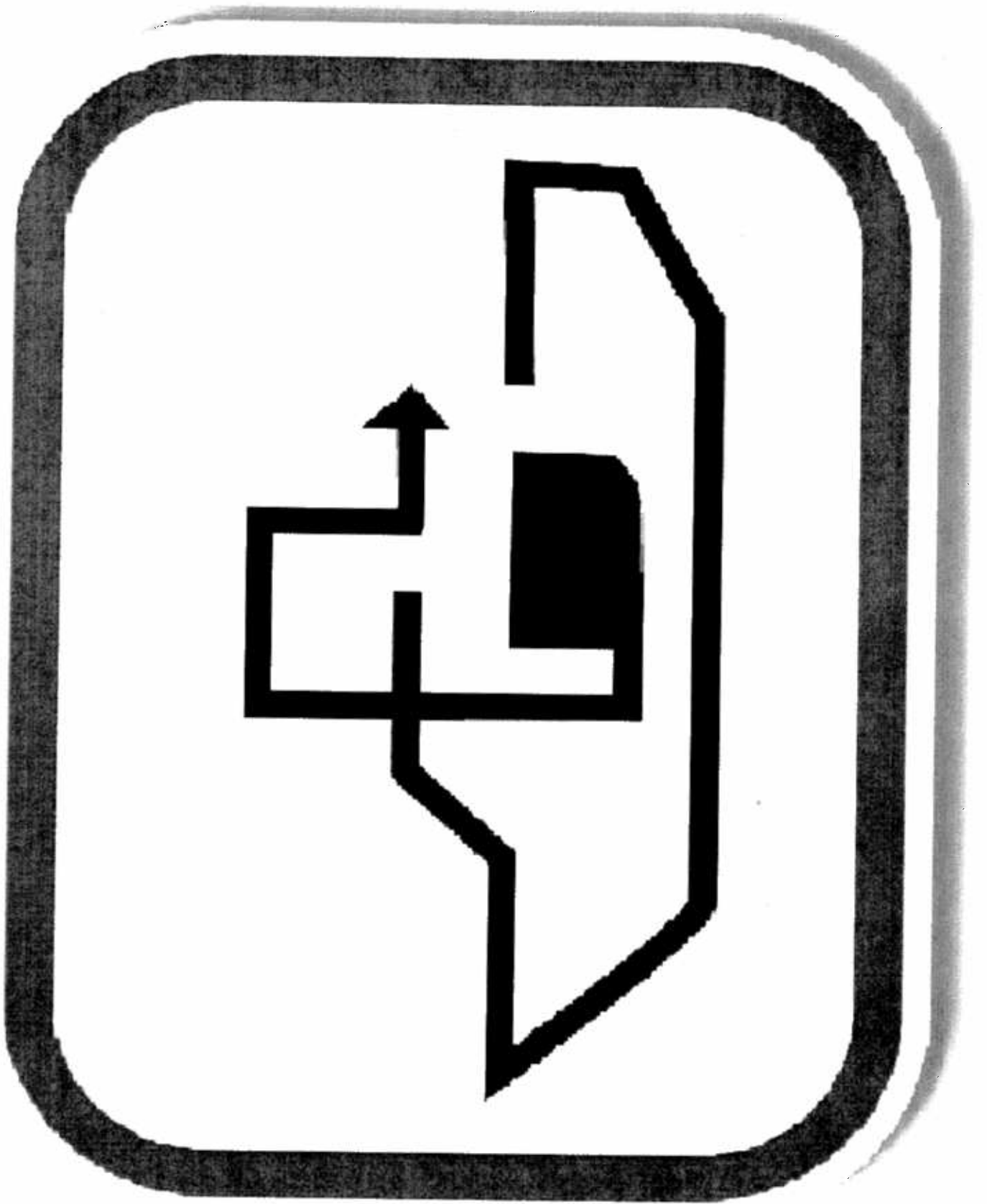
(d) *Pumpout slogan.* (1) A pumpout slogan should be used according to Service specifications to help increase awareness of the Clean Vessel Act Pumpout Grant Program. The slogan is meant to be used in conjunction with the pumpout symbol, on educational/informational material, and for other uses as appropriate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

# 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 HENRY  
PHONE: [YOUR PHONE NUMBER HERE]

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

THIS MARINA PROVIDES CLEAN VESSEL SERVICE  
IN PARTNERSHIP WITH THE U.S. FISH AND WILDLIFE SERVICE AND  
THE FLORIDA INLAND NAVIGATION DISTRICT THROUGH THE  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



(SEE ATTACHED)



(SIGN SHOULD BE 1' OR LARGER)

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