

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AMENDMENT NO. 1 TO CONTRACT

This Amendment to Contract No. 1 , referred to as the Original Contract, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “Commission,” and the City of Key West, 59-6000346, whose address is 525 Angela Street, P.O. Box 1409 Key West, FL 33041, hereinafter “Grantee”, collectively, “Parties”.

In consideration of the mutual benefits set forth herein and in the Original Contract, the parties agree to amend the Original Contract, as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

1. **Section 3. Agreement Period, Paragraph A.** of the Original Agreement, executed on January 27, 2015, is hereby amended to read as follows:

Agreement Period and Commission’s Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 09/30/2039. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 12/01/2014. For this agreement, the retroactive start date was not approved. The Commission’s Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs may be eligible for reimbursement. Details of allowable expenses are included in Attachment A (Scope of Work). If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

2. **Section 11. Notices and Correspondence,** of the Original Agreement executed on January 27, 2015 is hereby amended to read as follows:

Notices and Correspondence. The Grant Manager for the Commission is hereby amended to read as follows:

Grant Manager
Andrea Pelton
Grant Specialist
Fish and Wildlife Conservation Commission
620 S Meridian Street, MS 1M
Tallahassee, FL 32399
(850) 717-2108

(850) 488-9484

Andrea.Pelton@myfwc.com

3. Section 21. **PUBLIC RECORDS**, of the Original Agreement, is hereby amended to read as follows:
- A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
 - B. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
 - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
 - v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon

request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

- vi. Requests for Records; NONCOMPLIANCE – A request to inspect or copy public records relating to Commission's contract for services must be made directly to the Commission. If the Commission does not possess the requested records, the Commission shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Commission or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the Commission's request for records, the Commission shall enforce the contract provisions in accordance with the contract. A Contractor who fails to provide the public records to the Commission within a reasonable time may be subject to penalties under s. 119.10.
- vii. Civil Action – If a civil action is filed against the Contractor to compel production of public records relating to the Commission's contract for services, the court shall assess and award against the Contractor and the reasonable costs of enforcement including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the Commission and to the Contractor. A notice complies if it is sent to the Commission's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the Commission's or the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

4. Section 23. **RECORD KEEPING REQUIREMENTS, PARAGRAPH C.**, of the Original Agreement, is hereby amended to read as follows:

Grantee Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for ten (10) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee

shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

5. **Section 41. COOPERATION WITH INSPECTOR GENERAL**, is hereby added to the Original Agreement:

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

3. **Attachment A, Scope of Work of the Original Agreement**, is hereby replaced in its entirety with Attachment A-1, Revised Scope of Work, attached hereto and made part hereof.
4. Amendment No. 1 to Federal Grant Award FL-Y-F13AP00412, "City of Key West, Garrison Bight Marina Transient Dock", attached hereto, is made part of the Amended Agreement as Attachment D-1.
5. Sample Site Dedication form, attached hereto, is made part of the Amended Agreement as Attachment J.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

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Signature Page to Follow**

All provisions of the ORIGINAL CONTRACT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to Contract to be executed through their duly authorized signatories on the day and year last written below.

CITY OF KEY WEST

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legality by FWC Attorney:



Commission Attorney

SCOPE OF WORK

1. PROJECT DESCRIPTION

- A. Purpose and Background:** The City of Key West will use grant funds to renovate the City Marina at Garrison Bight. To attract transient boaters, the Marina transient docks and amenities must be renovated and updated. The bathhouse has exceeded its life expectancy, the utilities are not meeting the need, there are frequent power outages to the docks and slips, and the dockmaster's office is a leased trailer. The marina has experienced a 30 percent decline over the past few years in transient boater use mainly because of the deteriorating infrastructure.
- B. Project Benefits:** The new bathhouse facility will include unisex restrooms, shower area, laundry facilities with folding area, and new dockmaster office to accommodate boaters during registration. The building is being designed with exterior access ways to increase the interior space available. The renovations to the utilities will upgrade the main breaker panel increasing the number of slips that can accommodate 50/100 amp service.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*, attached hereto and made a part hereof as Attachment I.
- D. Term of Agreement:** The term of the Agreement includes two phases: Phase I, Project Construction, and Phase II, Project Maintenance. During Phase I, The City of Key West (Grantee) shall complete the tasks and provide the deliverables described in this Scope of Work. **All Phase I activities must be completed by September 30, 2019.** During Phase II, which includes the remaining term of the Agreement through **September 30, 2039**, the Grantee shall maintain the project site as a recreational boating access facility open to the public on a first-come, first-served basis.

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of \$500,000.

- A. Deliverable 1:** The Grantee will construct an approximately 3,654 square-foot building with unisex restrooms and shower areas, laundry facility, and Dockmaster office with exterior covered access ways.

Deliverable 1 Tasks:

- The grantee will perform administration and project management for the completion of this deliverable;
- Construct an approximately 2,334 square-foot unisex restroom and shower area with laundry facilities and a folding area;
- Laundry facilities will include two washers, two dryers.

- The restroom and shower facilities will include four separate restrooms with one shower, one toilet, and one sink in each room.
- Construct an approximately 1,281 square-foot dockmaster office and 660 square-foot porch area.
- Construct an approximately 533 square-foot maintenance shop.

Compensation: Total payment for this deliverable will be \$360,000

Minimum Performance: Minimum performance will be the completion of all Tasks listed above, but not limited to those in writing. The Grantee shall provide proof of services rendered; invoices; proof of payment; and photographs of the constructed project.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment.

Financial Consequences: Only those tasks completed, or items purchased and received in accordance with the scope of work will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliance with terms and payment will not be processed until all performance and deliverables have been documented, reviewed and approved.

- B. Deliverable 2:** The Grantee will procure contracted services to upgrade the main breaker panel and transformer increasing the number of available slips to service approximately 25 transient slips on Wahoo Pier.

Deliverable 2 Tasks:

- The grantee will perform administration and project management for the completion of this deliverable;
- Upgrade the existing electrical system, including the main breaker panel and transformer, to increase the number of available 50/100 amp service pedestal on Wahoo Pier.

Compensation: Total payment for this deliverable will be \$140,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above, but not limited to those in writing. The Grantee shall provide proof of services rendered; invoices; proof of payment; and photographs on the constructed project.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment.

Financial Consequences: Only those tasks completed, or items purchased and received in accordance with the scope of work will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-

compliance with terms and payment will not be processed until all performance and deliverables have been documented, reviewed and approved.

3. FINANCIAL CONSEQUENCES

- A. **Phase I Compliance:** Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed for Phase I, or for failure to correct any Project deficiencies, as noted in the final Project inspection.
- B. **Phase II Compliance:** During Phase II of the Project, the Grantee shall repay any Program funds received for Phase I for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the Agreement.

4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.
- B. **Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.
- C. **Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.
- D. **Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.
- E. **Commencement of Work:** The Grantee shall commence work on Phase I of the Project within 90 days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. **Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work; the Boating Infrastructure Grant Program (BIGP) Application submitted in fiscal year 2011; incorporated herein by reference; and the resulting grant award from the US Fish and Wildlife Service, FL-Y-F13AP00412, incorporated herein as Attachment D.

Failure to complete the Project in a satisfactory manner could result in financial consequences as specified herein.

- G. BIGP Rule:** The Grantee agrees to construct, operate and maintain the Project according to all provisions of Attachment E, Boating Infrastructure Grant Program Final rule, 50 CFR Part 86, attached and made part of this Agreement.

The Grantee further agrees to comply with all other applicable federal, state, and local rules and regulations in providing services to the Commission under this Agreement. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

- H. Certificate of Completion:** Upon completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, the final Progress Report Form, attached hereto and made a part hereof as Attachment F, and a Certification of Completion Form, attached hereto and made a part hereof as Attachment G, which certifies Phase I of the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the form.
- I. Site Dedication:** The Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public for the duration of the Agreement. Such dedication must occur before any grant funds are reimbursed. A Site Dedication Form is included as Attachment J as an example for form and content. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a boat access facility for the duration of the Agreement. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of the agreement. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

Should the Grantee convert all or any part of the Project to other than Commission approved uses within the term of the Agreement, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the term of the Agreement has ended, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the term of the Agreement and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered for the original Project.

Site dedication survives any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- J. Acknowledgement:** Upon completion of Phase I, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission’s logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved by the Commission’s grant manager. Such acknowledgement shall be maintained for the duration of the Agreement. Failure by the Grantee to maintain such acknowledgement shall be considered a breach of the Agreement. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Sport Fish Restoration Program.

- K. Directional Signs:** Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which phase(s) the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the duration of the Agreement. Failure by the Grantee to erect and maintain such signs shall be considered a breach of the Agreement. This requirement can be waived by the Commission’s Grant Manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs.

5. BUDGET

- A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$500,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted expenses incurred during the term of Phase I of the Agreement that are directly related to the Project. There is no monetary compensation during Phase II.

Deliverable Number	Cost Item	TOTAL COST	Local Share	Federal Share
1	Administrative and legal expenses	\$50,000	\$50,000	\$0
2	Land, structures, rights-of-way, appraisals	\$25,000	\$25,000	\$0
1&2	Relocation expenses and payments	\$50,000	\$50,000	\$0
1	Architectural and engineering fees	\$50,000	\$50,000	\$0
	Other architectural and engineering fees	\$0	\$0	\$0

1	Project inspection fees	\$35,000	\$35,000	\$0
1	Site work	\$95,000	\$95,000	\$0
1&2	Demolition and removal	\$60,000	\$60,000	\$0
1&2	Construction	\$500,000	\$0	\$500,000
2	Equipment	\$30,000	\$30,000	\$0
1	Miscellaneous: Fees	\$5,000	\$5,000	\$0
	Contingencies (allowed at the time of the grant)	\$0	\$0	\$0
	TOTAL	\$900,00	\$400,000	\$500,000
	Percentage	100%	44%	56%

B. Cost Share: The Grantee agrees to provide 44% of the total cost for Phase I of the Project as describe in the scope of work. The total compensation by the Commission shall be \$500,000 or 56% of the total cost for Phase I, whichever is less.

C. Pre-Award Costs: No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable.

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project Phase I – Performance is \$900,000. The Commission agrees to reimburse the Grantee for an amount not to exceed \$500,000 or 56% of the total cost for Phase I, whichever is less, for satisfactory completion by the Grantee of the Project, Phase I – Performance. The Grantee agrees to provide a minimum of \$400,000 or 44% toward completion of the Project, Phase I – Performance, and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project, Phase I – Performance.

D. Invoice Schedule and Payment: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to 30-days to inspect and approve the Project’s deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

The Grantee shall report the Project complete by submitting the Certification of Completion Form, attached hereto and made a part hereof as Attachment G. Final payment shall be contingent upon the Commission’s grant manager receiving and accepting the Certification of Completion Form, final Progress Report and final inspection of Phase I of the Project, as described herein.

Once the final inspection and project deliverables are approved, the Grantee may submit a final request for reimbursement within 30-days after receiving written acceptance by the Commission's grant manager.

Forms and Documentation: After receiving acceptance of deliverable completion from the Commission's grant manager, the Grantee may submit a request for reimbursement that includes an invoice in a format similar to Attachment H, Sample Invoice Form.

Invoice forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverables provided during the reporting period, an itemized list of expenditures, the quantity provided, the payment amount specified in the Agreement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under and other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers.

The Commission's grant manager shall have up to 10 days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the 30 days to review by the Commission may begin again.

7. MONITORING SCHEDULE

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the

Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility.

- C. Phase II, Project Maintenance:** During Phase II, the Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in Phase I of this Agreement.
- D. Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Project Progress Reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment F. Progress report are required until the Certification of Completion is submitted. Reports are due to the Commission’s grant manager according to the following schedule:

<u>Reporting Period</u>	<u>Report due by:</u>
January through March	April 15 th
April through June	July 15 th
July through September	October 15 th
October through December	January 15 th

- E. Annual Reports:** During Phase II of the Project, the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of Phase II, September 30, 2039. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 13 of the Agreement.

9. SUBCONTRACTS

No additional requirements. Refer to Section 15 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 17 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 22 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of Phase I of the Project. Completion of Phase I of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- A. Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement to ensure that excess collection does not occur and that funds collected are not reallocated or diverted to any non-boating access related purpose.
- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

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United States Department of the Interior



FISH AND WILDLIFE SERVICE

1875 Century Boulevard
Atlanta, Georgia 30345

MAR 28 2019

In Reply Refer To:
FWS/R4/WSFR/F13AP00412

Mr. Eric Sutton, Executive Director
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
DUNS: 838103893

Subject: Notice of Amendment 4 to FL-Y-F13AP00412

Dear Executive Director Sutton:

Your organization's application for an Amendment to the Federal financial assistance titled "*City of Key West -Garrison Bight Marina Transient Dock*" submitted to the U.S. Fish and Wildlife Service (Service) CFDA Program 15.622 is approved, effective February 18, 2019. This award is made under the authority of Section 7404 of the Sportfishing and Boating Safety Act of 1998. For a complete list of this program's authorizing legislation, go to: <https://www.cfda.gov> and search by the CFDA Program number. This award is made based on Service approval of your organization's application package, hereby incorporated by reference into this award. Funds under this award are to be used to renovate the electric/water utilities and construct a new bathhouse/restroom/laundry facility for transient boaters at Garrison Bight Marina in the City of Key West. The purpose of this amendment is to extend the period of performance to allow additional time to complete grant objectives. >

The performance period of this award is March 1, 2012 through December 31, 2019. If you need more time to complete project activities, you must submit an Amendment request to extend the performance period to the Wildlife and Sport Fish Restoration (WSFR) Program Chief at program_r4wsfr@fws.gov before the end of the stated performance period (see *Performance Period Extensions* section in enclosure). Only allowable costs resulting from obligations incurred during the performance period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see *Reporting Requirements* section in enclosure).

The table below documents the approved funding for this award, including the Federal share and non-Federal match:

Grant Award Action	Funding Subaccount	Federal Funds	Federal %	Matching Funds	Match %	Total Award
Original (Base)	9771	\$500,000	56%	\$400,000	44%	\$900,000
Amendment 1		No change		No change		No change
Amendment 2		No change		No change		No change
Amendment 3		No change		No change		No change
Amendment 4		No change		No change		No change
Totals:	9771	\$500,000	56%	\$400,000	44%	\$900,000

Prior Approvals: Recipients are required to request prior approvals for project and budget revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award. See *Project and Budget Revisions* section in enclosure.

Reporting Requirements: Interim and Final financial (SF-425) and performance reports are required under this award. The report periods and due dates under this award for each report are:

Report:	Report Period:	Report Due Date:
Interim Federal Financial Report	March 1, 2012 to March 31, 2019	June 29, 2019
Interim Performance Report	April 1, 2018 to March 31, 2019	June 29, 2019
Final Federal Financial Report	March 1, 2012 to December 31, 2019	March 30, 2020
Final Performance Report	March 1, 2012 to December 31, 2019	March 30, 2020

Financial reports should be sent to fiscal_r4wsfr@fws.gov. Performance reports should be sent to program_r4wsfr@fws.gov.

Award Terms and Conditions: Acceptance of this financial assistance award carries with it the responsibility to be aware of and comply with the terms and conditions, attached, that are applicable to the award. This includes the Federal regulations that are applicable to Service awards; these terms and conditions for State, Local, and Federally-recognized Indian Tribal Governments are found in the Service's *Financial Assistance Award Terms and Conditions* (see *Terms of Acceptance* in enclosure). In addition to the Terms of Acceptance, the Special Conditions below will apply to this grant award.

Special Conditions and Provisions:

Approval Level: This Grant Award is approved at the Grant level. Performance accomplishments should be tracked at this level, and reported on in the Final Performance Report. See *Reporting Requirements* section in enclosure for details.

Accounting: Cost accounting is required at the grant award subaccount level. Your agency should track costs at this level and report them in the Final Financial Report.

Amendment: All Grant conditions identified in previous award letter(s) remain in effect.

Project Contacts

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:
Scott Meister U.S. Fish and Wildlife Service Wildlife and Sport Fish Restoration Program 1875 Century Boulevard Atlanta, Georgia 30345 Phone: (404) 679-7180 Email: howard_meister@fws.gov	Chanda Zirkelbach, Boating Access Coordinator Florida Fish and Wildlife Conservation Commission Division of Law Enforcement 620 South Meridian Street Tallahassee, Florida 32399-1600 Phone: (850) 617-9459 Email: chanda.zirkelbach@myfwc.com

Copies of the Grant Award documents have been e-mailed to your grant coordinator. Please contact me at (404) 679-4154 or Scott Meister at (404) 679-7180 if you have any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely yours,


Michael L. Piccirilli
Chief - Wildlife and Sport Fish Restoration Program

Enclosure

Additional Information

System for Award Management (SAM) Registration: Under the terms and conditions of this award, your organization must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Project and Budget Revisions: Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award.

For a non-construction grant with a Federal share of the project exceeding the Simplified Acquisition Threshold of \$250,000, this Grant Award is therefore subject to the prior written approval requirements of 2 CFR 200.308(e) for transfer of funds among direct cost categories or programs, functions, and activities in which the cumulative amount of such transfers exceeds 10% of the total budget as last approved by the Federal awarding agency.

Period of Performance Extensions: If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at program_r4wsfr@fws.gov. This notice must be received by the Service **at least one day before the authorized performance period end date** of the grant, and must include supporting reasons and a revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

Financial and Performance Reporting Requirements: Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. A final SF-425 is required within 90 calendar days of the end date of the award. This form is available at online at <https://fawiki.fws.gov/display/WTK/Forms>. For assistance completing the SF-425, watch the instructional video, [Completing the Federal Financial Report \(SF-425\)](#) available on the [Service's Financial Assistance Wiki](#).

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the award number provided in the subject line of this award letter on all reports.

Financial and performance reporting due dates may be extended upon receipt of a written request addressed to the Service Project Officer identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service Project Officer may approve an additional extension if justified by a catastrophe that significantly impairs the Recipient's operations. Requests for reporting due date extensions should be submitted to the Service Project Officer **by the original reporting due date**.

For additional information regarding financial and performance reporting requirements and sanctions for noncompliance, see Service Policy [516 FW 1, Monitoring Financial and Performance Reporting for Financial Assistance](#).

Failure to Report: In accordance with the Service Manual chapter 516 FW 1 *Monitoring Financial and Performance Reporting for Financial Assistance*, failure to submit reports by the required due dates may result in the following progressive actions, including but not limited to:

- a) notifying your State Director in writing that a Financial Status and/or Project Performance Report was not received;
- b) withholding cash payment pending receipt of the required report(s);
- c) denying the use of Federal funds and all forms of matching funds;

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- d) whole or partial suspension, or termination of the current grant award;
- e) withholding of future awards for the program; and,
- f) other legal actions as stated in the interim guidance

Payments: Your organization has completed enrollment in [U.S. Treasury's Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Significant Developments Reports (see 2 CFR 200.328(d)):

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Conflict of Interest Disclosures: Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter that might place the recipient, including their employees and subrecipients, in a position of conflict, real or apparent, between their responsibilities under the award and any other outside interests. Conflicts of interest include direct or indirect financial interests; close personal relationships; positions of trust in outside organizations; consideration of future employment arrangements with a different organization; and decision-making authority related to the proposed project. Conflicts of interest are those circumstances real or perceived that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the recipient, or the recipient's employees or subrecipients, in matters pertaining to the award. Recipients must notify the Service in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee within the Federal program issuing this award. The term employee means any individual engaged in the performance of work under the Federal award. Failure to disclose and resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in [2 CFR 200.338 Remedies for Noncompliance](#), including termination of this award.

Other Mandatory Disclosures: Recipients of Federal awards must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in [2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters](#) are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in [2 CFR 200.338 Remedies for Noncompliance](#), including suspension or debarment.

Integrated Pest Management: The Wildlife and Sport Fish Restoration Program encourages all grantees to comply with all of their State laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funding associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as your State implements it. For further information, contact your State agency that manages pest control issues and/or visit the Service's Integrated Pest Management guidance at <https://www.fws.gov/policy/569fw1.html>.

SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Boating Infrastructure Grant Program (BIGP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the BIGP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

Original signature

Witness

Printed Name

Printed Name

Title

Witness

Date

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or who
produced _____ as identification.

Stamp:

Notary Public, State of Florida