Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AMENDING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR LP44044; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AMENDMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Environmental Protection (DEP) has provided a grant amendment for reimbursement funding canal and culvert projects in the City of Marathon; and

WHEREAS, the City Council desires to approve the grant amendment with DEP For LP44044.

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

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

Section 2. The City Council hereby approves the Grant Agreement, in Exhibit "A," with the Florida Department of Environmental Protection for LP44044.

Section 3. The City Manager is authorized to execute the Grant Agreement with the Florida Department of Environmental Protection.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF SEPTEMBER 2026.

THE CITY OF MARATHON, FLORIDA

Mayor Lynny Del Gaizo

AYES: Still, Landry, Matlock, Struyf, Del Gaizo
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

City Attorney

AMENDMENT NO. 8
TO AGREEMENT NO. LP44044
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF MARATHON

This Amendment to Agreement No. LP44044 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Marathon (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Marathon Marine Debris Removal (Project), effective August 22, 2018; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to permitting delays; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2028. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 3-7, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-8, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-8, Revised Grant Work Plan.

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

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

CITY OF MARATHON

By: _____
Authorized Signature

Steve Williams, City Manager
Print Name and Title

Date: 9/9/25

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Angela Knecht Digitally signed by Angela Knecht Date: 2026.09.15 14:25:48 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Sarah Prieto Digitally signed by Sarah Prieto Date: 2026.09.15 07:27:35 -04'00'
Sarah Prieto, DEP Grant Manager

Kate Pace Digitally signed by Kate Pace Date: 2026.09.15 13:53:32 -04'00'
Kate Pace, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description
Attachment	3-8	Revised Grant Work Plan

ATTACHMENT 3-8
REVISED GRANT WORK PLAN

PROJECT TITLE: Marathon Marine Debris Removal

PROJECT LOCATION: The Project will be located within the City of Marathon in Monroe County, Florida.

PROJECT BACKGROUND: In 2017, the Florida Keys was hit with a Category 4 hurricane that deposited large amounts of debris in the canals and waterways of Monroe County, Florida. Monroe County obtained a grant from the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) to provide reimbursement for Hurricane Irma debris removal from the canals. The City of Marathon (Grantee) and Monroe County executed an interlocal agreement to have debris removed from the canals within the City of Marathon's boundaries.

The project will positively affect the water quality in the City's canals and adjacent nearshore waters, which include the Florida Bay and Atlantic Ocean within the Florida Keys National Marine Sanctuary and surrounding the Florida Keys Area of Critical State Concern.

PROJECT DESCRIPTION: The Grantee, through an Interlocal Agreement with Monroe County, will remove the Hurricane Irma debris from select canals located within the City of Marathon. The Grantee will provide funding for its share of the County wide project.

The Grantee will also utilize a contractor to provide project management to confirm compliance with NRCS requirements and all state statutes and local ordinances. The Grantee's consultant shall provide project management and disaster related services in canals and temporary debris management area (TDMA) sites. The consultant will oversee the contractor activity and manage the marine debris site and address daily safety reports and corrective action recommendations. In addition, the Grantee will monitor the activities conducted under local, state and federal permit requirements for applicable marine debris removal work.

Additionally, the Grantee will perform muck dredging, spoil management and culvert maintenance for various canals within the city. The ultimate disposal of the muck is the responsibility of the city and must be in compliance with applicable laws and rules. Upon completion of the removal of debris from Hurricane Irma, the Grantee will continue marine debris removal from canals and culvert restoration projects within the city.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Marine Debris Removal

Deliverables: The Grantee will remove debris from canals and provide maintenance to canals and culverts located in the City of Marathon in accordance with the contract documents.

Documentation: The Grantee will submit: 1) signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager; and 2) records of the amount of debris removed and any records associated with disposal of the removed material. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management and Disaster Related Services

Deliverables: The Grantee will provide project management services related to Marathon Marine Debris Removal, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, overall project coordination and supervision, and other disaster related services.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

ADVANCE PAYMENT: For those grant agreements for which advance or direct payment is approved, the reference to "payment" in the Payment Request Schedules shall mean submittal of invoice(s), and the Grantee shall submit invoice documentation with each payment request. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Marine Debris Removal	Contractual Services	$3,075,332.81	07/01/2018	06/30/2028
2	Project Management	Contractual Services	$314,164.63	07/01/2018	06/30/2028
		Total:	$3,389,497.44		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.