



**GULF OF MEXICO ALLIANCE  
GRANT AGREEMENT  
WITH  
CITY OF NEW PORT RICHEY  
#G-121711-00**

**Organization Name:** City of New Port Richey

**DUNS #:** 08-319-8242

**Project Name:** Stormwater Division Portable Pump Addition

**Grant Agreement No:** G-121711-00

**Amount:** \$33,334                      **Match:** 2:1 (\$16,667)

**Period of Performance:** April 1, 2017 to March 31, 2018

**Project Reporting:**

Reporting period: April 1, 2017 to August 31, 2017

Due: September 30, 2017

Reporting period: September 1, 2017 to March 31, 2018 (Final)

Due: April 30, 2018

**Federal Funding Agency:** NOAA, Office for Coastal Management

**Funding Opportunity Number:** NOAA-NOS-OCM-2015-2004324

**Prime Award Contract:** US Department of Commerce through NOAA Cooperative Agreement Number NA16NOS4730008 to Gulf of Mexico Alliance

**CFDA No.:** 11.473

This Grant Agreement (“Agreement”) is entered into by and between the Gulf of Mexico Alliance (as defined in Recital A below and herein referred to as “Grantor”), and the City of New Port Richey (“Grantee”). This Agreement is made effective as of **April 1, 2017**. Grantor and Grantee are sometimes referred to individually as a Party or jointly herein as the “Parties”.

**RECITALS**

A. WHEREAS, The Gulf of Mexico Alliance (GOMA) is a regional partnership between the five U.S. Gulf States, 13 federal agencies, academia, business and industry and non- profit organizations working in the Gulf of Mexico.

B. WHEREAS, The purpose of GOMA is to enhance the ecological and economic health of the region by identifying partnerships and facilitating collaboration among the various agencies and organizations working in the region.

C. WHEREAS, To accomplish GOMA’s mission of collaborating to promote an ecological and economically healthy region, GOMA is organized into six Priority Issue Teams composed of representatives from each of the five Gulf States and their federal partners as well as representatives from academia, industry, and NGOs, as appropriate.

D. WHEREAS, Grantor desires to provide to Grantee federal funding appropriated by the National Oceanographic and Atmospheric Administration (NOAA) Office for Coastal Management to GOMA in accordance with United States Office of Management and Budget (OMB), Catalog of Federal Domestic Assistance (CFDA) Number 11.473, for the purpose of a Stormwater Division Portable Pump Addition by the Grantee, henceforth referred to as the “Project”.



E. NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and articles that follow, the Parties agree as follows:

#### **ARTICLE I**

##### **Grant Provision**

1.1 **Grant Amount.** Grantor hereby agrees to provide to Grantee, in accordance with the Project budget included in **Attachment A**, an amount not to exceed **\$33,334** (thirty-three thousand, three hundred thirty-four dollars) (the "Grant Amount"), for expenses incurred during the grant period specified in Section 1.3. Grantor is not obligated to reimburse Grantee for costs incurred in excess of the Grant Amount. Grantee hereby agrees to comply with all terms and conditions of this Agreement.

1.2 **Match Requirement.** Grantee is required to match the Grant Amount at a ratio of **2:1** or **\$16,667** (sixteen thousand, six hundred sixty seven dollars).

1.3 **Grant Period.** The period ("Grant Period") of this Agreement shall be **April 1, 2017 to March 31, 2018**, unless earlier terminated pursuant to Section 5.1.

1.4 **Limitation and Return of Funding.** Distribution of the Grant is based on cost-reimbursement and subject to availability of funding from NOAA ("Sponsor"). The Grantor assumes no obligation to provide further funding or support to Grantee beyond the terms stated herein.

#### **ARTICLE II**

##### **Grant Conditions**

2.1 **Project Management.** Grantee shall be responsible for implementation and management of the Project, including those specific scope items identified in **Attachment A**.

2.2 **Project Deliverables.** Grantee shall deliver the following project deliverables:

- Copy of the Stormwater System Improvements project
- Proof of Purchase: 6" portable pump

2.3 **Licensed Professionals.** Grantee agrees to provide the expertise necessary to manage the Project including, but not limited to, architectural, environmental, engineering, legal, accounting, and insurance requirements. Grantee certifies that all licensed professionals including, but not limited to, architects, engineers, and surveyors, who are retained either through cash payment or in-kind service donations, are in good standing with the state where the Project is located. Grantee agrees to require any such licensed professionals to review and comply with all applicable laws, codes, rules and regulations applicable to the Project. Grantee is entitled to rely on the accuracy and completeness of service and information furnished by such licensed professionals; and, if Grantee becomes aware of any errors, omissions or deficiencies in such services, Grantee will immediately notify Grantor. Grantor requires nonexclusive license to use and reproduce all drawings, specifications and other documents, including those in electronic form, whether prepared by the architect, engineer or surveyor, and Grantee certifies that such licensed professionals shall only be retained if in agreement with the terms and conditions of this Agreement including this transference of document license.

2.4 **Project Materials.** Grantee shall furnish all products, labor and equipment required by the approved Project.

2.5 **Project Amendments, Modifications and Extensions.** In the event there is any material change in the Project purpose, objectives, character, method of operation, budget, or Project



completion timeline, Grantee will provide a written report to Grantor requesting approval of such changes. Explanatory narrative, progress to date, revised budget and, as appropriate, new Project timeline must accompany requests for amendments, modifications or Grant Period extensions. All proposed changes, amendments, modifications and/or extensions are subject to the acceptance of such changes by Grantor. Grantee must receive written acceptance by Grantor of any proposed changes prior to proceeding with the revised Project.

**2.6 Prohibition Against Lobbying; Conflict of Interest.** Funds provided under this Grant Agreement may not be used to support lobbying activities, defined as any attempt to influence any legislation through an effort to affect the opinions of the general public or any segment thereof (grass roots lobbying), and any attempt to influence any legislation through communication with any member or employee of a legislative body or with any government official or employee who may participate in the formulation of legislation (direct lobbying). Except with Grantor's express written consent, Grantee shall not engage in activity or accept other activity that would reasonably appear to compromise the Project or the purpose of the Grant as set forth in the Agreement.

**2.7 Prohibition Against Assignment of Rights and Benefits.** As of the date of the Agreement, Grantee has not and will not assign or convey any rights or benefits arising from or involving either the Project or this Agreement to any party without the prior written consent of Grantor. This prohibition includes but is not limited to photographs, newspaper and magazine articles, publishing rights or marketing agreements.

### **ARTICLE III**

#### **Management of Grant Funds**

**3.1 Grant Budget.** Grantee represents that the Project Budget is an accurate estimate of funds needed to fulfill Project requirements within the required grant schedule. The Project Budget is provided in **Attachment A**.

**3.2 Grant Funding Schedule and Submission of Expenditures.** Provided Grantee has not breached any conditions of this Agreement and has completed and delivered to Grantor acceptable reports as set forth in Sections 4.2 and 4.3, Grant funds will be disbursed to Grantee on a cost reimbursement basis. Grantee shall submit an invoice and expenditure documentation to GOMA Grant Administrator at [grantadmin@gomxa.org](mailto:grantadmin@gomxa.org), on a regular basis and no less than quarterly. All invoices shall follow GOMA's standard invoice format, an example of which is provided in **Attachment B**. If no costs are incurred, Grantee shall notify the Grantor via email that an invoice will not be submitted for that period. Invoices will be paid by the Grantor within thirty (30) calendar days of receipt of an accurate invoice and all required expenditure documentation and reports unless Grantee is notified of extenuating circumstances by the Grantor. Exceptions for cash advances will be handled on a case-by-case basis provided that an estimation of the cost is provided in writing with the request.

**3.3 Subcontractors.** If Grantee retains subcontractors, all applicable provisions of this Agreement relating to use of federal funds and compliance with federal regulations shall be applicable to the subcontractors.

**3.4 Grant Funding Limitation.** The funds provided under this agreement are provided by the Sponsor. In no event will the Grantor be liable to the Grantee for the payment of any funds not provided by the Sponsor. In the event of a reduction of funds by the Sponsor, the Grantor reserves the right to reduce funds under this Sub-award grant agreement.



## **ARTICLE IV**

### **Documentation and Reporting Requirements**

**4.1 Documentation and Record Keeping.** Grantee agrees to establish and maintain systematic records of all expenditures and match requirements relating to the Grant. Grantee's financial management system must comply with internal control requirements covering, but not limited to, cash receipts, cash disbursements, indirect costs, procurement, labor costs, invoices, canceled checks, receipts and interest earned on federal funds. Grantee will keep all documentation for three (3) years after the submission and acceptance by Grantor of the final report. Grantee will make such documentation available for inspection and audit, upon reasonable notice, by representatives of Grantor at any time during the Grant Period and for the three (3) year period thereafter.

**4.2 Match.** Grantee shall document any matched funds and/or in-kind services as required under Section 1.2. In-kind services shall be documented following GOMA's standard format, an example of which is provided in **Attachment C**. Documentation for Travel Support, Equipment, Supplies and Facilities should be attached to this form and submitted with the semi-annual progress report.

**4.3 Progress Reports.** Semi-annual Progress Reports are due as follows:

Reporting period: April 1, 2017 to August 31, 2017	Due: September 30, 2017
Reporting period: September 1, 2017 to March 31, 2018 (Final)	Due: April 30, 2018

The Progress Report will contain the information found on the forms attached hereto as **Attachment D**. Grantee agrees to deliver the Progress Report as an electronic copy (text, table, and charts in MS Word/Excel format, and photos as high resolution jpg files; no PDF documents) sent via electronic-mail to GOMA Grant Administrator at [grantadmin@gomxa.org](mailto:grantadmin@gomxa.org). At the sole discretion of Grantor, payment of Grant funds may be withheld until adequate and timely reports are received. If no activities are conducted, Grantee shall notify the Grantor via email that a progress report will not be submitted for that period.

**4.4 Final Report.** The final report is due within thirty (30) calendar days of Project completion or within thirty (30) calendar days of the end of the Grant Period, whichever occurs first. The final report shall be submitted on the form attached hereto as **Attachment D**. All relevant project-derived material (data, metadata, reports, products, etc.) must be publically available by the completion of the project. Grantee agrees to deliver the Final Report as an electronic copy (text, table, and charts in MS Word/Excel format, and photos as high resolution jpg files; no PDF documents) sent via electronic-mail to GOMA Grant Administrator at [grantadmin@gomxa.org](mailto:grantadmin@gomxa.org).

**4.5 Audit.** Grantor may, at its own expense, examine, audit or have audited the records of Grantee insofar as they relate to activities involved in the Project. Grantee will reimburse Grantor, at Grantee's sole expense, the amount of any expenditure disallowed by auditors through an audit exception or other appropriate means. This will be noted as a written finding that such expenditures failed to comply with any provision of this Agreement including the management of federal funds as set forth in Article III.

**4.6 Single Audits.** Grantee is responsible for determining the audit requirements and conditions set forth in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). If a Single Audit is required, a copy of the audit must be submitted to Grantor within nine (9) months after the end of Grantee's fiscal year in which this Agreement was executed.



## **ARTICLE V**

### **Grant Agreement Termination**

5.1 **Termination.** This Agreement may be terminated, in whole or in part, (a) by Grantor, should Grantee fail to comply with any of the conditions of this Agreement, Grantor may, at its sole discretion, immediately terminate the Agreement and demand Grantee to repay, within sixty (60) calendar days, all Grant funds and interest earned thereon which have been advanced but not expended. In addition, Grantor may cancel all unpaid installments of the Grant; or (b) by Grantee where Grantor has materially failed to comply with the terms and conditions of this Agreement and Grantor has failed to cure such non-compliance; or (c) by either Party for any reason, upon sixty (60) calendar days written notice by the terminating Party, in which case any funds advanced, but not expended, shall be returned to Grantor including any interest earned; or (d) by Grantor, in the event the Grantor's agreement with the Sponsor is terminated or the funding thereunder ceases.

## **ARTICLE VI**

### **Liability and Federal Regulations**

6.1 **Liability.** In making this Grant, Grantor assumes no liability for injuries or loss to persons or property and/or environmental impact resulting from acts, omissions, and/or activities of Grantee or any others performing on Grantee's behalf pursuant to or in connection with this Agreement.

6.2 **Federal Regulations and Requirements.** Grantee agrees to comply with all applicable federal laws and regulations. Grantee is also subject to the requirements issued by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

6.3 **Grantee Certification.** Grantee certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
- B. Have not within a three (3) year period preceding the proposal been convicted of or had a civil judgment rendered against them for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction of contract under a public transaction; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not currently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of, any of the offenses enumerated here;
- D. Have not within a three (3) year period preceding the Project proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

A false statement on this certification may be grounds for termination of the award. In addition, under 18 United States Code Section 1001, a false statement may result in a fine, imprisonment for up to five (5) years, or both.



## **ARTICLE VII**

### **General Terms**

7.1 **Legal Relationship of Parties.** Nothing in the Agreement shall be construed as constituting a partnership, joint venture, employment relationship, agent/principal relationship, or other association of any kind, between the Parties hereto; and, neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

7.2 **Publicity and Credit.** Grantee will acknowledge, and give proper credit to the Gulf of Mexico Alliance and NOAA when discussing this Project publicly. Such acknowledgement and credit shall include, but shall not be limited to, press releases, annual reports, brochures, video credits, dedications, and other public communications. Grantor reserves the right to review and approve such materials prior to publication or release. Copies of published materials should be included in Grantee's required periodic reports to Grantor.

7.3 **Patents and Copyrights.** Grantee may have the right to obtain patents and copyrights on any work produced under this Agreement. Grantee hereby grants to Grantor a non-exclusive, unlimited, royalty-free license to utilize and publish any and all works, patents and copyrights produced under this Agreement.

7.4 **Choice of Law.** The Agreement shall be governed by the laws of the State of Mississippi.

7.5 **Notices.** All notices which may be given by any Party to the other Party shall be in writing and shall be deemed to have been duly given on the date (a) delivered in person, (b) one (1) business day after depositing for delivery via a nationally recognized overnight courier, or (c) five (5) business days after being deposited, postage prepaid, in the United States mail via Certified Mail, return receipt requested, and addressed as follows:

Grantee: Barret H. Doe, Public Works Department Acting Assistant Director  
City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652  
Phone: 727-841-4537  
E-mail: [doeb@cityofnewportrichey.org](mailto:doeb@cityofnewportrichey.org)

Grantor: Laura Bowie, Executive Director  
Gulf of Mexico Alliance  
1151 Robinson Street  
Ocean Springs, MS 39564  
Phone: 228-215-1246  
E-mail: [Laura.Bowie@gomxa.org](mailto:Laura.Bowie@gomxa.org)

7.6 **Entire Agreement.** The Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.



**ARTICLE VIII**

**Execution**

The undersigned hereby execute this Agreement and assure that the authority to execute this Agreement has been granted by the appropriate governing bodies.

**ACCEPTED AND AGREED BY:**

**"GRANTEE":**

City of New Port Richey

Signature: \_\_\_\_\_

Barret H. Doe  
Public Works Department Acting Assistant Director

Date: 4/26/17

**"GRANTOR":**

The Gulf of Mexico Alliance

Signature: Lama W. Bowie

Laura Bowie  
Executive Director

Date: 4/27/17