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**RESOLUTION NO. 2016-116**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING AMENDMENT NO. 3 TO THE RECREATIONAL TRAILS GRANT (RTP) CONTRACT NUMBER T13024, FOR CORAL REEF PARK WHICH EXTENDS THE GRANT DEADLINE TO NOVEMBER 26, 2017; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AMENDMENT AND OTHER RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)**

**WHEREAS**, following Council approval a grant application was submitted to the Florida Department of Environmental Protection (FDEP), through its Recreational Trails Program (RTP), to implement needed improvement to the Coral Reef Park Trail; and

**WHEREAS**, the grant was approved for \$181,500 with a grant match of \$121,000 for a total project cost of \$302,500; and

**WHEREAS**, in addition to the trail improvements, the grant scope also includes the construction of a restroom facility, which has not been completed; and

**WHEREAS**, the RTP grant expires on November 26, 2016 and the Village has requested a 12-month extension to complete the restroom; and

**WHEREAS**, Amendment No. 3 extends the grant agreement through November 26, 2017, allowing for additional time to complete the grant scope; and

**WHEREAS**, the Village desires to accept Amendment No. 3 and the revised project completion date.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The Village Council hereby approves Amendment No. 3 to RTP Contract T13024, attached hereto as Exhibit A.

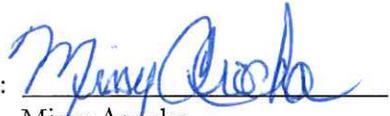
**Section 2.** The Village Manager is authorized to sign the grant amendment and other related documents, but shall not commence construction until receiving further approval by the Council.

**Section 3.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED and ADOPTED** this 7th day of November 2016.

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Attest:

  
Missy Arocha  
Village Clerk

  
Eugene Flinn  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

  
Dexter W. Lehtinen  
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Karyn Cunningham      YES
- Council Member Tim Schaffer            YES
- Council Member Larissa Siegel Lara    YES
- Vice-Mayor John DuBois                YES
- Mayor Eugene Flinn                        YES

T13024  
(RTP Contract Number)

T1324  
(DEP Contract Number)

**DEP CONTRACT NO. T1324  
AMENDMENT NO. 3  
VILLAGE OF PALMETTO BAY  
CORAL REEF PARK TRAIL**

**THE AGREEMENT** as entered into on November 26, 2014, and amended on August 19, 2015, and on April 20, 2016, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and the **VILLAGE OF PALMETTO BAY** (hereinafter referred to as the "GRANTEE") is hereby amended.

**WHEREAS**, Grantee made written request to extend the Agreement, to **November 26, 2017** for the Project identified in the Agreement and more fully described within the Attachment, Project Grant Work Plan, as amended from time-to-time.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the Agreement, and Amendments thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Recitals:** The Recitals set forth hereinabove are true and correct and are incorporated herein by reference.

**The Agreement is hereby amended as follows:**

2. Paragraph 1 is hereby deleted in its entirety and replaced with the following:
  - a. This Project Agreement shall be effective upon execution, **November 26, 2014**, and shall end on the approved extended end date, **November 26, 2017**, inclusive.
3. Attachment A-2, Project Grant Work Plan, as previously amended from the original Agreement within the Second Amendment, is hereby deleted in its entirety and replaced, with Attachment A-3, Project Grant Work Plan annexed to this Amendment. From and after the date of this Amendment, all references to the Project Grant Work Plan shall mean Attachment A-3, attached hereto and incorporated herein.
4. Paragraph(s) 37 and 38 are hereby revised to update the name and address of the Department's Grant Manager, for the purpose of the Agreement, to: Pamela Lister (or her successor), Recreational Trails Program, Office of Operations, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS 585, Tallahassee, FL 32399-3000. Grantee's Grant Manager: Djenepha Polynice-Hall, 9705 East Hibiscus Street, Palmetto Bay, FL 33157. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

5. Paragraph 56 is added in its entirety as follows:

RECORD KEEPING/AUDIT:

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, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

C. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

D. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

E. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department 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, Florida Statutes, or as otherwise provided by law.

iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

**F. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

In all other respects, the Agreement of which this is an Amendment, and Attachments relative thereto, shall remain in full force and effect and are hereby ratified, approved and confirmed by the DEPARTMENT and the GRANTEE, as of the date of this Amendment.

In the event of a conflict between this Amendment and the Agreement, incorporating by reference any and all previous Amendments (as applicable), this Amendment shall control.

It is understood and agreed by the DEPARTMENT and the GRANTEE that this Amendment is binding upon the DEPARTMENT and GRANTEE and their successors and assigns.

This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same amendment.

WHEREFORE, the parties have caused this Amendment to be duly executed the day and year last written below.

VILLAGE OF PALMETTO BAY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

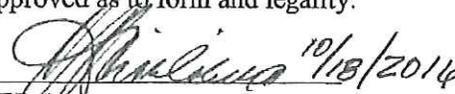
By: \_\_\_\_\_  
*Secretary or Designee*

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

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

FEID Number – 05-0541068

Approved as to form and legality:

  
DEP Attorney

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

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS THIRD AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	A-3	Project Grant Work Plan (2 Pages)

**ATTACHMENT A-3**  
**PROJECT GRANT WORK PLAN**  
**RECREATIONAL TRAILS PROGRAM (RTP)**

Project Name: CORAL REEF PARK TRAIL  
 Grantee Name: VILLAGE OF PALMETTO BAY  
 RTP Project # T13024

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Florida Administrative Code (F.A.C.), Chapter 62S-2 and the FHWA Recreational Trails Program Interim Guidance Manual. All work must be completed in accordance with local, state and federal laws, the approved Project Plans, all required permits, the Florida Building Code and, as applicable, the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to issuance of a Notice to Proceed, the Department must receive evidence of and have approved all Deliverables in Task 1.

The Project is designated complete by the Department upon receipt and approval of all deliverables and when Project Site is open and available for use by the public for outdoor recreation purpose. Ten percent (10%) of the payment request will be retained until the Project is designated complete by the Department. The final payment of the retained 10% will be processed within 30 days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 7895 SW 152<sup>nd</sup> St, Palmetto Bay, FL and is a nonmotorized, diverse use project.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services and shall be supported by the same level of detail for match as for reimbursement. The total estimated Project Cost provided below is based on the approved RTP Application. A detailed Project Budget will be provided in the Deliverables for Task 1, prior to the Department providing the Notice to Proceed. All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$ 181,500.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$ 121,000.00</b>
<b>Total estimated Project Cost:</b>	<b>\$ 302,500.00</b>
<b>Match Ratio:</b>	<b>60:40</b>

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> 1a. Development of Site Plan 1b. Completion of Project Development and Environmental Survey (PD&E) 1c. Completion of Permitting	<b>DELIVERABLE 1</b> The Grantee will be given Notice to Proceed upon receipt and approval of: <ul style="list-style-type: none"> <li>• All applicable Project specific Commencement documentation, Form OGT-11<sup>2</sup></li> <li>• Schedule of Values Form, with supporting Bid Documents and/or In-House Cost Schedule(s)</li> </ul>	<b>COMPLETED</b> (Notice to Proceed given 1/25/2015)	The Department shall terminate the Project Agreement if the required deliverables are not submitted and approved by the Department.

<p>1d. Completion of Construction Bid Process and/or In-House Cost Schedule(s)</p> <p>1e. Survey and Legal Description of Project Site</p>	<p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed 15% of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p>	
<p><b>TASK 2</b></p> <p>100% construction of a restroom and renovation of 1,185 Linear Feet (+/- 10%), 6 to 8-foot wide asphalt trail and 2,155 Linear Feet (+/- 10%) of 8-foot wide rubberized trail, installation of tree dams, sod repair along the discontinuous trail improvements areas, and installation of a kiosk.</p>	<p><b>DELIVERABLE 2</b></p> <p>Upon receipt and approval of:</p> <ul style="list-style-type: none"> <li>All applicable Project specific Completion documentation, Form OGT-13</li> <li>Final status report</li> </ul> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the terms of the Agreement that are directly related to the successful completion of construction and/or development of the Project Site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. Ten percent (10%) of the payment request will be retained until the Project is designated complete by the Department.</p>	<p>September 26, 2017</p> <p>Failure to perform any percentage of this deliverable will result in a reduction in reimbursement of an equal percentage of the total deliverable amount and subject to the match percentage.</p>

**Project Task Performance Standard:** The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Project Deliverables, the Grantee may submit a single payment request on Payment Request Summary Form (DRP-115) along with all required documentation, including DRP-116, DRP-117, DRP-118, DRP-120, and/or DRP-119, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the detailed budget and supporting documents provided under Task 1. The payment request must include documentation regarding the match source, as required.

**Endnotes:**

- RTP documentation is available at <http://www.dep.state.fl.us/gwt/grants/> and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 585, Tallahassee, Florida 32399-3000.
- Project Agreement is subject to termination if commencement documentations under Task 1 are not received and approved by the Department within 12 months of the Project Agreement Execution.
- This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department.