

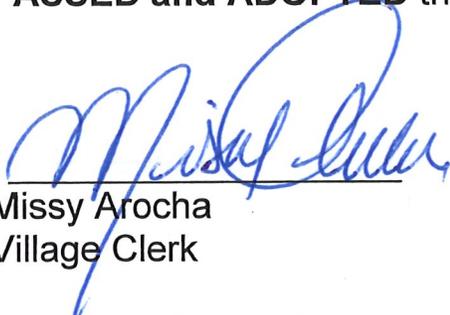
1 **Section 1.** The Village Council hereby approves Amendment No. 4
2 to RTP Contract T13024, attached hereto as Attachment A, which
3 extends the Recreational Trails Grant for one (1) additional year to end
4 on November 26, 2018.

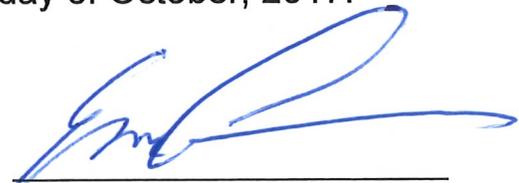
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6 **Section 2.** The Village Manager is authorized to sign the grant
7 amendment and other related documents, as applicable.

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9 **Section 3.** This Resolution shall take effect immediately upon
10 approval.

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12 **PASSED and ADOPTED** this 2nd day of October, 2017.

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14
15
16 Attest:


17 Missy Arocha
18 Village Clerk


19 Eugene Flinn
20 Mayor

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

23
24 
25 Dexter W. Lehtinen
26 Village Attorney

27
28
29 FINAL VOTE AT ADOPTION:

30
31 Council Member Karyn Cunningham YES

32
33 Council Member David Singer YES

34
35 Council Member Larissa Siegel Lara YES

36
37 Vice-Mayor John DuBois YES

38
39 Mayor Eugene Flinn YES

T13024
(RTP Contract Number)

T1324
(DEP Contract Number)

DEP CONTRACT NO. T1324
AMENDMENT NO. 4
Village of Palmetto Bay
Coral Reef Park Trail

THE AGREEMENT as entered into on November 26, 2014, and amended on August 19, 2015, April 20, 2016, and November 21, 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, 2018**, for the Project identified in the Agreement's Attachment A-4, Project Grant Work Plan.

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:

1. The expiration date of the Agreement is hereby extended to **November 26, 2018**. The Department and the Grantee agree to perform their respective duties during this extended period pursuant to the same terms and conditions provided in the Contract. This is the final one-year extension allowed pursuant to the Recreational Trails Program, as more fully defined within Chapter 62S-2, F.A.C.. At the expiration of this extension date, November 26, 2018, all funds not paid revert to the Federal Highway Administration of the U.S. Department of Transportation.
2. Paragraph 32 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The United States Department of Transportation (U.S. DOT), the FHWA, U.S. DOT Office of Inspector General, the Comptroller General of the United States, the Department of Environmental Protection, 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 Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
 - B. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
 - D. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.
3. Attachment A-3 from the third Amendment of the Agreement is hereby deleted in its entirety and replaced, with Attachment A-4, Fourth Revised Project Work Plan annexed to this Amendment. From and after the date of this Amendment, all references to the Project Work Plan shall mean Attachment A-4, attached hereto and incorporated herein.

In all other respects, the Contract 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 Contract, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:

 _____ 7/12/2017
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 AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	A-4	Fourth Revised Project Grant Work Plan (2 Pages)

ATTACHMENT A-4
FOURTH REVISED PROJECT 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 152nd 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.

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

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1 1a. Development of Site Plan 1b. Completion of Project Development and Environmental Survey (PD&E) 1c. Completion of Permitting	DELIVERABLE 1 The Grantee will be given Notice to Proceed upon receipt and approval of: <ul style="list-style-type: none"> • All applicable Project specific Commencement documentation, Form OGT-11² • Schedule of Values Form, with supporting Bid Documents and/or In-House Cost Schedule(s) 	COMPLETED 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>TASK 2</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>DELIVERABLE 2</p> <p>Upon receipt and approval of:</p> <ul style="list-style-type: none"> All applicable Project specific Completion documentation, Form OGT-13 Final status report <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 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, 2018</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.