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RESOLUTION NO. 2016-26

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE SECOND AMENDMENT TO THE RECREATIONAL TRAILS GRANT AGREEMENT NO. T1324, TO INCREASE THE OVERALL LINEAR FOOTAGE OF TRAILS SLATED FOR IMPROVEMENTS AT CORAL REEF PARK AND INCORPORATE THE RUBBERIZED TRAIL SURFACE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the grant was approved for \$181,500 with a grant match of \$121,000 for a grant scope of work that included the restoration of +/-2,000 discontinuous linear feet of 6 to 8-foot wide asphalt trail; and

WHEREAS, the Village has identified an area of approximately 1,185 linear feet where the existing asphalt is lifting and needs replacement and another area of 2,155 linear feet where it is possible to replace the asphalt surface with a rubberized surface; and

WHEREAS, FDEP is allowing the Village to amend the grant scope to expand the overall linear footage of trail repairs and enhancements from +/-2,000 linear feet to an overall total of 3,340 linear feet and to incorporate the rubberized surface for a portion of the trail, and has issued a Second Amendment to the DEP Agreement to allow for the change in the scope, with no change in funding requirements; and

WHEREAS, the Village desires to accept the Second Amendment to the DEP Agreement, and the revised scope of work.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby approves the Second Amendment to DEP Agreement No. T1324, attached hereto as Exhibit A.

Section 2. The Village Manager is authorized to sign the grant amendment and proceed with the revised scope of work.

Section 3. This Resolution shall become effective immediately.

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2 PASSED AND ADOPTED this 4th day of April, 2016.
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6 Attest: Meighan J. Alexander
7 Meighan J. Alexander
8 Village Clerk
9

Eugene Flinn
Eugene Flinn
Mayor

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11
12 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
13 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
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15 Dexter W. Lehtinen
16 Dexter W. Lehtinen
17 Office of the Village Attorney
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24 FINAL VOTE AT ADOPTION:

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26 Council Member Karyn Cunningham YES
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28 Council Member Tim Schaffer YES
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30 Council Member Larissa Siegel Lara YES
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32 Vice-Mayor John DuBois YES
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34 Mayor Eugene Flinn YES
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T13024
(RTP Contract Number)

T1324
(DEP Contract Number)

**SECOND AMENDMENT TO
DEP AGREEMENT NO. T1324
VILLAGE OF PALMETTO BAY – CORAL REEF PARK TRAIL
Non-Motorized Diverse Use**

THIS SECOND AMENDMENT TO DEP AGREEMENT NO. T1324 (“Second Amendment”) affects the Coral Reef Park Trail Project and is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the “DEPARTMENT”) and the VILLAGE OF PALMETTO BAY (the “GRANTEE”).

RECITALS:

WHEREAS, on or about November 26, 2014, the Department and Grantee entered into a Florida Recreational Trails Program Project Agreement No. T13024 (the “Agreement”) for the recreational trail project known as the Coral Reef Park Trail (“Project”).

WHEREAS, Agreement as amended, collectively includes Attachments A, B, C, and D, and is incorporated herein by reference.

WHEREAS, Agreement, Attachment A - Grant Work Plan lists required Task Description Project Elements and allocates the total project budget amongst all elements in the Grant Work Plan.

WHEREAS, Grantee listed the Project Elements in their Recreational Trail Program (“RTP”) grant application for which Grantee request funding for, and the Department scored Grantee’s application based on the inclusion of the list Project Elements during the scoring process.

WHEREAS, Department and Grantee have confirmed that such revisions are within the parameters of the RTP guidelines, Agreement and Attachment A, all as more particularly set forth in this second amendment.

WHEREAS, Agreement requires that revisions be reduced to writing in an Amendment to their Agreement.

WHEREAS, Department is willing to revise the Agreement, all as more particularly set forth in this Second Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals, the Agreement, 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.

2. Amendments to the Agreement. The Agreement is hereby amended as follows:

Paragraph 4 is hereby modified as follows (deletions are shown as stricken and additions are underlined):

The following shall be considered the Project Elements, which may be modified by the Department upon a showing of good cause and that the spirit and intent of the Project is maintained: Construction of a new Restroom; renovation of ~~+/- 2,000~~ +/- 1,185 Linear Feet, 6 to 8-foot wide asphalt trail and +/-2,155 Linear Feet of 8-foot wide rubberized trail along discontinuous & continuous areas within the project boundary, installation of tree dams and sod replacement along the discontinuous areas for improvements throughout the project boundary, an informational kiosk, and related support facilities.

3. Ratification. Except as modified by this Second Amendment and its Attachment A2, the Agreement is hereby ratified and confirmed and remains in full force and effect. In the event of a conflict between the Agreement and this Second Amendment, this Second Amendment shall control.

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IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed as of the day and year last written below.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

VILLAGE OF PALMETTO BAY

By: _____

Director (or Designee)

Office of Operations

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

Address:
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

DEP Grant Manager

Approved as to form and legality:

 3/2/2016

DEP Attorney

GRANTEE'S ATTORNEY (if required)

*For amendments with governmental boards/commissions: If someone other than the Chairman signs this agreement, 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 SECOND AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	A-2	Recreational Trails Program Project Grant Work Plan Palmetto Bay – Coral Reef Park Trail RTP Project # T13024 (3 pages)
Attachment	B	Special Audit Requirements (5 Pages)
Attachment	C	Contract Provisions (3 Pages)
Attachment	D	Regulations (1 Page)

ATTACHMENT A-2
RECREATIONAL TRAILS PROGRAM PROJECT GRANT WORK PLAN
Village of Palmetto Bay – Coral Reef Park Trail Maintenance – Nonmotorized/Diverse Use
RTP Project #T13024

Project Tasks, Deliverables, Associated Costs & Completion Dates

Project Task and Deliverable Descriptions	Amount of Costs to be Paid with RTP Funds	Amount of Costs to be Grantee Match (per ratio noted in Application)	Total Estimated Cost for Each Deliverable Listed (RTP + Match)	Completion Date for Each Deliverable	Indicate if to be bid or in-house or combination
<p>#1 Task Description: 100% construction of a restroom and renovation +/- 1,185 Linear Feet, 6 to 8-foot wide asphalt trail and +/- 2,155 Linear Feet of 8-foot wide rubberized trail along discontinuous & continuous areas within the project boundary; installation of tree dams and sod along the discontinuous; installation of an informational kiosk and related support facilities.</p>	\$181,500	\$121,000	\$302,500	11/26/2016	Bid
<p>#1 Task Deliverables: 100% construction of a restroom and renovation of +/- 1,185 Linear Feet, 6 to 8-foot wide asphalt trail and +/-2,155 Linear Feet of 8-foot wide rubberized trail, installation of tree dams, sod repair along the discontinuous trail improvements areas, and installation of an</p>					

Project Task and Deliverable Descriptions	Amount of Costs to be Paid with RTP Funds	Amount of Costs to be Grantee Match (per ratio noted in Application)	Total Estimated Cost for Each Deliverable Listed (RTP + Match)	Completion Date for Each Deliverable	Indicate if to be bid or in-house or combination
informational kiosk and related support facilities."					
TOTALS	\$181,500	\$121,000	\$302,500		

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Recreational Trail grant program; approved plans and application approved for funding.

Financial Consequences: Failure to meet the performance standard will result in the rejection of the invoice for reimbursement and claim for match.

Instructions and Explanation of Grant Work Plan

Task Description: Include description of task to be completed under this Agreement.

Task Deliverable: Identify what will be completed at the time of the request for reimbursement. If it is part of a construction task, identify what part of the construction will be completed at this point. May be the percentage of completion, amount/number, length, width, surface, etc. Identify what will be submitted as proof of completion (dated photographs, certification of completion, copies of permits, copies of approved plans, etc. One task can have multiple deliverables. Each deliverable must have a detailed budget and completion date.

Note: If task will be contracted and/or subcontracted, a copy of the fully executed contract between the RTP project sponsor and the contractor must be identified as a deliverable under the Task Description and submitted to Pam Lister, or her designee.

Number of Deliverables: Grantee should note as many deliverables as needed to properly complete project, and accommodate required cash flow.

RTP Funds and Grantee Match: Totals must equal amounts indicated in Project Agreement. RTP funds proportionately in every deliverable. Example - 80% RTP, 20% Grantee Match; must show 80% RTP funds in every deliverable.

Amount of Costs to be paid with RTP Funds: Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual**

Services: identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services). The same level of detail must be identified for the match being claimed under this Agreement.

Schedule of Values: A schedule of values, developed per the construction industry standard, must be submitted with the Commencement Documentation. All invoices submitted as part of the reimbursement process must correspond with Attachment A-2 and the Schedule of Values.

Reimbursements: No reimbursement will be made until deliverable item is completed, and documentation is submitted and approved by the Department Grant Manager. Deliverables must be tied to a physical product, i.e. copy of permit, signed/sealed boundary map, construction documents, quarterly status report (with photos), viewed on site by Robin Birdsong or her designee.

Change in Costs of Deliverables: Any revisions to Attachment A-2 must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

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