

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: LLI Project Grant Agreement No. M2101 Amendment No. 2 for the Cross
Seminole Trail with the Florida Department of Environmental Protection for
\$50,000 with Seminole County

DEPARTMENT: Public Works **DIVISION:** Engineering / Special Projects

AUTHORIZED BY: W. Gary Johnson **CONTACT:** David Martin, P.E. **EXT.** 5610
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date <u>01/13/04</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Florida Department of Environmental Protection (DEP) Contract No. M2101 – Amendment No. 2 in conjunction with a six (6) month contract extension for multi-use trail improvements within the Cross Seminole Trail Corridor.

BACKGROUND:

Seminole County has requested a six (6) month time extension till May 15, 2004, to the original contract executed May 22, 2001, between the State of Florida Department of Environmental Protection (FDEP) and Seminole County. The contract extension is due to the length of time it took to get the arsenic issue resolved with FDEP. The Office of Greenways and Trails (OGT), who administers the Grant, supports the extension and participated in the resolution of the arsenic issue. The 2000 Florida Legislature appropriated \$50,000 from the Land Acquisition Trust Fund to the Florida Department of Environmental Protection for use by Seminole County for multi-use trail improvements to the Cross Seminole Trail. This appropriation will be administered by the Office of Greenways and Trails, Florida Department of Environmental Protection as a cost reimbursable grant. This agreement needs to be extended to make those funds available.

Attachments: Amendment #2
Project Grant Agreement M2101

Reviewed by:	
Co Atty:	<u>SA</u>
DFS:	
Other:	
DCM:	<u>MM</u>
CM:	<u>VB</u>
File No.	<u>CPWE02</u>

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Project Agreement

This Amendment entered into on _____, 2003, by and between the Florida Department of Environmental Protection, Office of Greenways & Trails, hereinafter referred to as DEPARTMENT, and the Board of County Commissioners, Seminole County, after referred to as GRANTEE, in furtherance of the approved agreement for the project known as Cross Seminole Trail, Project #M2101.

WHEREAS, the DEPARTMENT and the GRANTEE entered into an agreement dated May 22, 2001, hereinafter referred to as the Original Agreement.

WHEREAS, the DEPARTMENT and the GRANTEE verbally agreed to amend the Project Completion Date of the Original Agreement to May 15, 2004; and

WHEREAS, the amendment to change the Project Completion Date was not reduced to writing during the Agreement period.

NOW THEREFORE, the DEPARTMENT and the GRANTEE hereby agree that the terms and the conditions of the Original Agreement, as amended, attached hereto as Exhibit "A", are made a part of this agreement by reference as though stated in their entirety herein, except that:

Paragraph 7 is amended as follows: The GRANTEE shall complete all project construction on or before May 15, 2004.

In all other respects the Agreement of which this is an Amendment and attachments relative thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

STATE OF FLORIDA DEPARTMENT
ENVIRONMENTAL PROTECTION

BOARD OF COUNTY COMMISSIONERS,
SEMINOLE COUNTY

By: _____
Director or Designee
Office of Greenways & Trails
Jena Brooks

By: _____

Title: Chairman, Seminole County
Board of Commissioners

Address:
520 W. Lake Mary Blvd, Suite 200
Sanford, Florida 32773-7424

DEP Contract Manager, Jim Wood

Approved as to form and sufficiency:

(for the use and reliance of Seminole
County, only)



Department Attorney
~~Suzanne Brantly~~
GARY L. HEISER



Grantee Attorney

** If someone other than the Chairman signs the contract, a resolution, statement or other document authorizing that person to sign the contract on behalf of the county must accompany the contract.

EXHIBIT "A"
(Original Contract)

M2101
(DEP Contract Number)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF RECREATION AND PARKS
Project Grant Agreement

This Agreement is made and entered into this 22nd day of May, 2001, by and between the State of Florida, Department of Environmental Protection, hereinafter called the DEPARTMENT, and Seminole County, hereinafter called the GRANTEE, in furtherance of an approved PROJECT involving the parties hereto in pursuance of which the parties hereto agree as follows:

1. The 2000 Florida Legislature appropriated \$50,000.00 from the Land Acquisition Trust Fund to the Department for use by the GRANTEE for the Cross Seminole Trail, hereinafter called the PROJECT.

2. The GRANTEE shall construct, or cause to be constructed, certain facilities and improvements which shall include the following PROJECT elements which may be modified by the DEPARTMENT upon written request by the GRANTEE for good cause: multi-use trail.

3. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$50,000.00, which represents the DEPARTMENT'S share of the cost of the PROJECT.

The shares agreed upon are as follows:

DEPARTMENT Amount	<u>\$50,000.00</u>	<u>100%</u>
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GRANTEE Match \$ 0 0%

Type of Match: None

Each reimbursement request shall include a status report and all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. The Contract Manager shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date on the grant and, if it is in accordance with this Agreement, approve the request for payment. The DEPARTMENT shall retain 10% of the entire grant amount until completion of the PROJECT and all PROJECT completion documentation, described in Paragraph 8, is submitted to the DEPARTMENT by the GRANTEE.

4. The DEPARTMENT shall have the right to cancel this Agreement for failure by the GRANTEE to perform pursuant to the terms and conditions of this Agreement and to demand return of all PROJECT funds paid by the DEPARTMENT pursuant to Paragraph 15.

5. The DEPARTMENT and GRANTEE agree to comply with the Grant and Accountability Procedures, hereinafter called the PROCEDURE, incorporated into this Agreement by reference and attached hereto as Exhibit ❖ A ❖. The PROCEDURE establishes uniform guidelines and procedures to be utilized by the DEPARTMENT and the GRANTEE in accounting for grant funds disbursed for the PROJECT and sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements. Expenses representing the PROJECT costs

shall be reported to the DEPARTMENT and summarized on certification forms specified in the PROCEDURE. All expenditures under this Agreement by the GRANTEE must be directly related to the purpose of the grant. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three-year retention period. The DEPARTMENT, Auditor General, State Comptroller and other relevant parties shall have the right to inspect and audit the GRANTEE'S records for said PROJECT.

6. The GRANTEE fully understands and agrees that there shall not be reimbursement of funds by the DEPARTMENT for any obligation or expenditure for the PROJECT incurred and performed for one calendar year prior to the start of the agreement period.

7. This Agreement shall become effective upon execution by all parties. The GRANTEE shall complete construction of all PROJECT elements identified in Paragraph 2 on or before _____. The completion date shall be extended by the DEPARTMENT upon the written request of the GRANTEE.

8. All PROJECT close-out documentation shall be submitted to the DEPARTMENT by the GRANTEE prior to release of the retainage identified in Paragraph 3. Upon PROJECT completion, the GRANTEE shall submit to the DEPARTMENT the

following documentation within 45 days: (1) a list identifying the PROJECT elements constructed and associated costs, (2) an as-built site plan, (3) a PROJECT completion certification, and (4) financial data supporting the expenditure of grant funds, on forms supplied by the Department as specified in the PROCEDURE.

9. Alexandra Weiss, Community Assistance Consultant, or successor, is hereby designated the DEPARTMENT'S Contract Manager for the purpose of this Agreement; shall be responsible for ensuring performance of its terms and conditions; and shall approve all reimbursement requests prior to payment. The GRANTEE'S Liaison Agent, as identified in the PROJECT application, or successor, shall be responsible for ensuring performance of the terms and conditions of the Agreement, and shall act as liaison to the DEPARTMENT in all matters relative to this AGREEMENT. The GRANTEE'S Liaison Agent shall submit to the DEPARTMENT signed PROJECT status reports every ninety (90) days summarizing the work accomplished, problems encountered, percentage of completion, and other information the Liaison deems pertinent to the progress and status of the PROJECT. The Liaison shall submit photographs of the construction work accomplished when requested by the DEPARTMENT.

10. All monies expended by the GRANTEE for the purpose contained herein shall be subject to preaudit review and approval by the Comptroller of Florida in accordance with Section 17.03, Florida Statutes.

11. Each party hereto agrees that it shall be solely responsible of the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. The DEPARTMENT has the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

13. This Agreement shall be canceled by the DEPARTMENT in the event the GRANTEE refuses to allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

14. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for non-compliance by the GRANTEE with this Agreement, the GRANTEE shall have thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the amount of any reimbursement due to the DEPARTMENT within thirty (30) days.

15. The DEPARTMENT shall require a refund, either in whole or in part, of the funds provided by it to the GRANTEE for non-compliance with the terms of the Agreement, including any reimbursement due to the DEPARTMENT described in Paragraph 14. The GRANTEE, upon receiving such notification from the

DEPARTMENT, shall forthwith pay the amount of money directly to the DEPARTMENT within thirty (30) days. Such refund shall include simple interest calculated at two (2) percent over the prevailing prime rate as reported by the Federal Reserve. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the DEPARTMENT.

16. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17. Reimbursement of eligible travel expenses shall be subject to the requirements of Section 112.061, Florida Statutes, and any rules promulgated thereunder.

18. Allowable indirect costs shall not exceed 15% of the GRANTEE'S eligible wages and salaries.

19. Prior to final reimbursement, the GRANTEE shall erect a permanent information sign on the PROJECT site which credits the Florida Department of Environmental Protection and the Florida Legislature as funding sources for the PROJECT.

20. No person on the grounds of race, creed, color, national origin, age, sex, marital status, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

21. This Agreement strictly prohibits the expenditure of funds from this grant for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

22. Any entity which is awarded funds from a grants and aids appropriation by a state agency shall:

(a) If the amounts received exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes;

(b) If the amounts received exceed \$25,000, but do not exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes, or have a statement prepared by an independent certified public accountant which attests that the receiving entity or organization has complied with the provisions of the grant; or

(c) If the amounts received do not exceed \$25,000, have the head of the entity or organization attest, under penalties of perjury, that the entity or organization has complied with the provisions of the grant.

23. A copy of the audit required in Paragraph 22 shall be submitted to the DEPARTMENT within one (1) year from the PROJECT completion date as set forth in the PROJECT completion certificate.

24. This Agreement is not intended nor shall it be construed as granting any rights, privileges, or interest in any third party without mutual written agreement of the parties hereto.

25. It is understood by the parties that the amount of this grant may be reduced should the Governor's Budget Office

declare a revenue shortfall and assess a mandatory reserve. Should such shortfall be declared, this grant may be reduced by the percentage of the appropriation the Department is assessed for the mandatory reserve.

26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

By: Suzanne P. Walker
Director or Designee
Office of Greenways & Trails

Address:

Office of Greenways & Trails
3900 Commonwealth Boulevard
Mail Station 585
Tallahassee, Florida 32399-3000

Quonisha Wells
DEP Contract Manager

BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE
COUNTY*

By: Randall C. Morris
RANDALL C. MORRIS

Title: VICE-CHAIRMAN

Address:

1101 E First Street
Sanford, Fl 32771

Grantee Attorney

Approved as to Form and Legality:
This form has been pre-approved as
to form and legality by Suzanne Brantley,
Senior Assistant General Counsel, on September 20, 2000
for use for one year.

DEP 42-058
Revised 09-10-00

*If someone other than the Chairman signs the contract, a resolution, statement or other document authorizing that person to sign the contract on behalf of the county must accompany the contract.