

Board of County Commissioners Agenda Request

Date of Meeting: May 16, 2017

Date Submitted: April 27, 2017

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Clyde Collins, Building Official

Subject: Approval to Accept the Grant Amendment from the Florida Department of Environmental Protection, Florida Recreation Development Assistance Grant Program (FRDAP) for Renovations at Scottown Park

Statement of Issue:

This agenda item seeks Board approval to accept the grant agreement amendment to revise the work plan for this project for renovations completed at Scottown Park in District 2; and authorize the Chairperson to sign.

Background:

During the summer of 2014, the Division of Parks and Recreation, on behalf of the Gadsden County Board of County Commissioners applied for FRDAP grant funding from the Department of Environmental Protection to renovate the park located in the Scottown community. During the 2015 Legislative Session, staff was informed of the grant's approval and the contract for grant funding has been forwarded to the County as attached to this agenda item. Scottown Park is the ninth project on the Park Development Renovation List that was approved by the Board in 2007.

Analysis:

This item requests the BOCC's formal acceptance of the grant amendment of the work plan to allow for closeout of the Scottown Park project.

Fiscal Impact:

Scottown Park has been renovated utilizing \$50,000 from the FRDAP grant award in the form of a reimbursable grant. Therefore, Gadsden County has expended funds and submitted reimbursement documents with corresponding invoice documentation to the Florida Department of Environmental Protection to receive reimbursement. The attached amendment revises the work plan for this project.

Options:

1. Approve acceptance of the grant amendment and authorize the Chairperson to execute the grant agreement No. A16090 - amendment No. 2.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

DEP Grant Agreement A6090 Amendment No. 2, for Scottown Community Park



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

April 25, 2017

Mr. Robert Presnell
County Administrator
Gadsden County
9-B Jefferson Street
Quincy, Florida 32353

**Re: Scotttown Park
FRDAP Project No. A16090**

Dear Mr. Presnell:

Attached is an original amendment to revise the work plan for this project. If you find this document to be in order, please print two (2) original amendments (**color - single side**), sign and date both, as appropriate and return the originals to the address below within five (5) working days following completion of your internal review. Once signed by the Department, an original will be returned to you for your records.

**Tamika Bass
Office of Operations
Land and Recreation Grants Section
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS #585
Tallahassee, FL 32399-3000**

If you have any questions, please contact our office at (850) 245-2501. Your immediate attention to this matter is appreciated.

Sincerely,

Tamika Bass

Tamika Bass
Community Assistance Consultant
Office of Operations
Land and Recreation Grants Section

Attachment (1)

**DEP CONTRACT NO. A6090
AMENDMENT NO. 2
GADSDEN COUNTY
SCOTTOWN PARK**

THIS AGREEMENT as entered into on October 23, 2015, and as amended December 17, 2015, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the “DEPARTMENT”) and **GADSDEN COUNTY** (hereinafter referred to as the “GRANTEE”) is hereby amended.

WHEREAS, the Grantee made a written request and the Department has agreed to remove the restroom facilities from the approved project tasks for the Project identified in the Agreement’s Attachment A, Grant Work Plan.

NOW THEREFORE, in consideration of the foregoing, 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. Attachment A, Grant Work Plan, from the original Agreement is hereby deleted in its entirety and replaced, with Attachment A-1, Revised Grant 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-1, attached hereto and incorporated herein.
2. Attachment A, Grant Work Plan, is hereby revised to remove restroom facilities from the approved project tasks.
3. Paragraph 10 is hereby amended to read 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 public.services@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**

4. Paragraph 31 is hereby added to read in its entirety as follows:

SCRUTINIZED COMPANIES:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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.

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

GADSDEN COUNTY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: _____

By: _____
Secretary or Designee

Date: _____

Date: _____

FEID Number: 59-6000616

Approved as to form and legality:

 4/24/2017

DEP Attorney

*For amendment 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 SECOND AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	A-1	Revised Grant Work Plan – (2 pages)

**ATTACHMENT A-1
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
REVISED GRANT WORK PLAN**

**Project Name: Scottown Park
Grantee Name: Gadsden County**

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements shown below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

TASK #1 Development of: <u>Scottown Park</u>	Amount of Costs to be Paid with Grants Funds	Amount of Costs to be Paid with Grantee Match	Deliverable and Documentation To Be Submitted Upon Completion and Before Reimbursement Can Be Approved
Task Description: (List each Primary project element) Basketball Court Renovations (resurface) Picnic Tables Playground Equipment (List each Support project element) Trashcans	\$50,000.00	Not Applicable No Match Required	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project Notice of Limitation of Use Boundary Survey
TOTAL FUNDING AMOUNT	\$50,000.00	\$0.00	

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

***All work will be completed in accordance with the approved plans.**

INSTRUCTIONS FOR COMPLETING GRANT WORK PLAN:

DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED: Identify ALL elements that will be completed under this Agreement.

DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. 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); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement