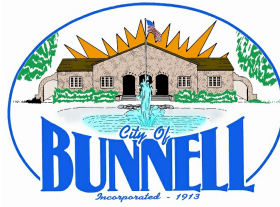


**CATHERINE D. ROBINSON**  
*MAYOR*

**JOHN ROGERS**  
*VICE-MAYOR*

**DAN DAVIS**  
*CITY MANAGER*



*Crossroads of Flagler County*

**COMMISSIONERS:**

**ELBERT TUCKER**

**BILL BAXLEY**

**BONITA ROBINSON**

## **BUNNELL CITY COMMISSION MEETING**

**Monday, January 23, 2017**

**7:00 PM**

201 West Moody Boulevard,  
City Commission Chambers - Building 3  
Bunnell, FL 32110

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**A. Call Meeting to Order and Pledge Allegiance to the Flag**

**Roll Call**

**Invocation for our Military Troops and National Leaders**

**B. Introductions, Commendations, Proclamations, and Presentations: None**

**C. Consent Agenda:**

**C.1. Approval of Warrant**

- a. 2017 01 23 Warrant

**C.2. Approval of Minutes**

- a. 2017 01 09 City Commission Meeting Minutes

**C.3.** Request for Approval of Grant Agreement A7095-Heritage Trail Pocket Park

**C.4.** Request for Approval of Grant Agreement A7069 Bunnell-Booe Street Park

**C.5.** Request to Surplus Equipment and Vehicles.

**D. Public Comments:**

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

**E. Ordinances: (Legislative):**

**E.1.** Ordinance 2017-01 Voluntarily Annexing ±.40 acres of Property Located in Unincorporated Flagler County. -Second Reading.

**E.2.** Ordinance 2017-02 Moratorium on Medical Marijuana Dispensaries - Second Reading.

**F. Resolutions: (Legislative):**

**F.1.** Resolution 2017-01 Supporting the City of Flagler Beach's Request for the Florida Department of Transportation to Communicate with the Army Corps of Engineers

regarding the Federal Beach Project.

**G. Old Business: None**

**H. New Business: None**

**H.1.** City Manager's Monthly Report for December 2016

**I. Reports:**

- **City Clerk**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

**J. Call for Adjournment.**

**This agenda is subject to change without notice. Please see posted copy at City Hall, and our website [www.BunnellCity.us](http://www.BunnellCity.us).**

**NOTICE:** If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

**Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 263-8807.**

**THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.**

*Posted by City Clerk's office on January 18, 2017*



**City of Bunnell, Florida**

**Agenda Item No. a.**

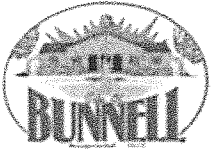
**ATTACHMENTS:**

Description

2017 01 23 Warrant

Type

Warrant



(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
<b>Fund: 001 - GENERAL FUND</b>					
		Lyn Lafferty	Hall Security Deposit Refund	001-2201000	50.00
		Flagler County Board of Count	RCMP Admin Costs 9/25/16-1	001-2231000	3,513.19
		Tatiana Gonzalez	Hall Security Deposit Refund	001-2201000	125.00
		Jermodris Dunlap	Hall Security Deposit Refund	001-2201000	125.00
					<u>3,813.19</u>
<b>Department: 511 - Legislative</b>					
		News Journal	January 9, 2017 Commission	001-0511-511.4800	62.00
		News Journal	January 9, 2017 Commission	001-0511-511.4800	62.00
		News Journal	January 9, 2017 Commission	001-0511-511.4800	62.00
		Bankcard Center	Flowers for Don Mulliagan Fu	001-0511-511.5200	53.48
		Bankcard Center	CREDIT	001-0511-511.5200	-3.50
			<b>Department 511 - Legislative Total:</b>		<u>235.98</u>
<b>Department: 512 - Executive</b>					
		Verizon Wireless	Verizon Wireless - FY2016	001-0512-512.4100	-9.29
			<b>Department 512 - Executive Total:</b>		<u>-9.29</u>
<b>Department: 513 - Administrative Services</b>					
		WNZF News Radio	Advertisement for Christmas	001-0513-513.3400	50.00
		WNZF News Radio	Advertisement for Christmas	001-0513-513.3400	50.00
		WNZF News Radio	Advertisement for Christmas	001-0513-513.3400	50.00
		WNZF News Radio	Advertisement for Christmas	001-0513-513.3400	50.00
		Document Technologies	LRM4Y00834 Copier Overage	001-0513-513.4700	3.39
		Capital Office Products	Office Supplies Admin/New Ci	001-0513-513.5100	9.50
		Capital Office Products	Office Supplies Admin/New Ci	001-0513-513.5100	49.18
		Bankcard Center	Table Cloth, Cards	001-0513-513.5200	5.00
		Bankcard Center	Table Cloth, Cards	001-0513-513.5200	3.00
		Wells Fargo Vndor Fin Serv	Copier Lease - V665801326	001-0513-513.4400	89.00
		Bankcard Center	4 Keys to Lock Lateral Filing C	001-0513-513.5200	27.80
			<b>Department 513 - Administrative Services Total:</b>		<u>386.87</u>
<b>Department: 514 - Legal Counsel</b>					
		Vose Law Firm, LLP	Monthly Flat Rate Legal Fees f	001-0514-514.3103	7,000.00
			<b>Department 514 - Legal Counsel Total:</b>		<u>7,000.00</u>
<b>Department: 516 - Finance</b>					
		David M Shapiro Disaster Plan	Disaster Financial recovery Se	001-0516-516.3200	945.00
		Tyler Business Forms	Tax Forms - Healthcare 1095	001-0516-516.5100	30.60
		Tyler Business Forms	Tax Forms - Healthcare 1095	001-0516-516.5100	29.13
			<b>Department 516 - Finance Total:</b>		<u>1,004.73</u>
<b>Department: 517 - Information Technology</b>					
		CDW Government	CREDIT - Part returned	001-0517-517.5200	-394.00
		Verizon Wireless	Verizon Wireless - FY2016	001-0517-517.4100	-10.87
		Empire Computing and Consu	Security Cameras	001-0517-517.5264	462.00
			<b>Department 517 - Information Technology Total:</b>		<u>57.13</u>
<b>Department: 521 - Law Enforcement</b>					
		Verizon Wireless	Verizon Wireless - FY2016	001-0521-521.4100	-10.87
		DGG Taser & Tactical Supply	Class A Shirt # 8670 - Chief Fo	001-0521-521.5220	48.99
		DGG Taser & Tactical Supply	Class A Shirt # 8670 - Chief Fo	001-0521-521.5220	40.49
		DGG Taser & Tactical Supply	Class A Shirt # 8670 - Chief Fo	001-0521-521.5220	48.74
		DGG Taser & Tactical Supply	Class A Shirt # 8670 - Chief Fo	001-0521-521.5220	52.74
		DGG Taser & Tactical Supply	Class A Shirt # 8670 - Chief Fo	001-0521-521.5220	48.74
		Scott Bagwell	Sew patches on 4 uniform shi	001-0521-521.5220	24.00
		Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	474.79
		O'reilly Automotive Inc	Bulb, Lamp & Marker - PD#60	001-0521-521.4620	67.11

Warrant  
(None)

Payable Dates: - 01/23/2017 Post Dates: - 01/23/2017

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Bunnell Auto Supply, Inc.	Strobe Light - PD#1609	001-0521-521.4620	39.77
	Palm Coast Printing	Evidence-Property Receipts (5	001-0521-521.4700	140.00
	Bankcard Center	(2) Confidential Plates - # 800	001-0521-521.4620	16.70
	O'reilly Automotive Inc	Arm Assembly - PD#1102	001-0521-521.4620	614.98
	Florida Polygraph Company	Officer Polygraph Testing - An	001-0521-521.3400	100.00
	Empire Computing and Consu	Additional security cameras f	001-0521-521.5264	298.00
	O'reilly Automotive Inc	Filter - PD#1102	001-0521-521.4620	22.84
	Bankcard Center	Blanket PO for Uniform Dry Cl	001-0521-521.5220	123.00
	Boulevard Tire Center	Alignment - PD#1102	001-0521-521.4620	79.95
	O'reilly Automotive Inc	Oil & Filter PD#1105	001-0521-521.4620	39.52
	Florida Power & Light	01235-95431 - GF PD - 601 E	001-0521-521.4300	9.71
	Florida Power & Light	19639-02331 - GF PD - 411 S	001-0521-521.4300	9.71
	Florida Power & Light	29732-82177 - GF PD - 201 E	001-0521-521.4300	9.71
	Florida Power & Light	60520-97182 - GF PD - 205 S	001-0521-521.4300	9.71
	Florida Power & Light	79034-46115 - GF PD - 410 S S	001-0521-521.4300	9.71
	Florida Power & Light	93326-99348 - GF PD - 312 S S	001-0521-521.4300	9.71
	Bankcard Center	Hotel 1/09/17 FPCA Mid Wint	001-0521-521.4000	126.25
	Tom Foster	Mid Winter Training Conf 20	001-0521-521.4000	83.46
		<b>Department 521 - Law Enforcement Total:</b>		<b>2,537.46</b>

Department: 522 - Fire Control

	Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
	Bankcard Center	LED lights	001-0522-522.4620	398.00
	DG Hardware, Inc.	Tie Down	001-0522-522.4620	17.99
	Florida Laser Alignment Inc	Align Axles on 2 Fire Trucks	001-0522-522.4620	189.00
	Advanced Auto Parts	Battery - FD W-62	001-0522-522.4620	196.95
	Advanced Auto Parts	Battery - FD W-62	001-0522-522.4620	196.95
	State of Florida Department o	Wireless Air Cards FD	001-0522-522.4100	108.15
	Florida Power & Light	95189-09859 - GF FD - 1601 O	001-0522-522.4300	185.50
		<b>Department 522 - Fire Control Total:</b>		<b>1,262.54</b>

Department: 524 - Community Development

	State of Florida Department o	Quarterly Building Permit Sur	001-0524-524.4900	72.55
	State of Florida Department o	CORRECTION Quarterly Buildi	001-0524-524.4900	-72.55
	Document Technologies	LRM4Y00834 Copier Overage	001-0524-524.4700	3.40
	State of Florida Department o	Quarterly Building Permit Sur	001-0524-524.4900	47.21
	Bankcard Center	Site plans mailed to engineer	001-0524-524.4200	6.02
		<b>Department 524 - Community Development Total:</b>		<b>56.63</b>

Department: 541 - Road and Street Facilities

	Grainger	Asphalt Rake	001-0541-541.5200	-83.00
	BuildersFirst	CREDIT - Railroad Ties	001-0541-541.4600	-79.20
	BuildersFirst	CREDIT	001-0541-541.5300	-45.84
	Advanced Roofing Systems In	PD ROOF SERVICE CALL AND R	001-0541-541.4610	411.85
	Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	156.00
	Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	171.00
	Strickland Sod Farm, Inc.	BAHIA SOD PALLETS	001-0541-541.5200	10.00
	Strickland Sod Farm, Inc.	BAHIA SOD PALLETS	001-0541-541.5200	80.00
	Classic Paper Plus, Inc	ALL BUNNELL - LARGE TRASH	001-0541-541.5200	389.50
	Knight Jon Boy	2016-CHRISTMAS - PORT-A-LE	001-0541-541.4400	165.00
	Nicholson A/C & Heating, Inc.	ICE MACHINE RENTAL	001-0541-541.4400	130.00
	DG Hardware, Inc.	Traffic Marking	001-0541-541.5200	41.38
	DG Hardware, Inc.	FLEET SHOP TOOL	001-0541-541.5264	49.99
	Boulevard Tire Center	Front Mount/Dismount Front	001-0541-541.4640	80.00
	Bunnell Auto Supply, Inc.	Welding Cables, Connectors	001-0541-541.4640	420.72
	Nextran	Supercedes - PW #906 Dump	001-0541-541.4620	42.15
	Bankcard Center	PW - Backhoe	001-0541-541.4620	438.00
	DG Hardware, Inc.	Hanger Storage, Tool & Cable	001-0541-541.5200	28.49
	DG Hardware, Inc.	Flood Lightbulbs	001-0541-541.5200	24.29
	Florida Power & Light	73276-60176 - GF PW - 212 1/	001-0541-541.4300	8.40
	Florida Power & Light	16455-03937 SPLIT - PW/WS	001-0541-541.4300	132.77
	Florida Power & Light	25840-57588 2250 N Hwy US	001-0541-541.4300	6.03

Warrant  
(None)

Payable Dates: - 01/23/2017 Post Dates: - 01/23/2017

Payment Date

Vendor Name	Description (Payable)	Account Number	Amount
Florida Power & Light	37390-07957 - GF PW - Street	001-0541-541.4300	3,171.79
Florida Power & Light	37400-05982 - GF PW - Traffic	001-0541-541.4300	169.49
Florida Power & Light	56811-06810 - GF PW - 208 S	001-0541-541.4300	90.46
Florida Power & Light	56821-04848 - GF PW - 202 S	001-0541-541.4300	23.33
Florida Power & Light	56831-02874 - GF PW - 200 S	001-0541-541.4300	70.01
Florida Power & Light	66311-06884 - GF PW - 200 S	001-0541-541.4300	24.13
Environmental Land Services	33 Tons Asphalt Millings	001-0541-541.5200	304.60
Environmental Land Services	33 Tons Asphalt Millings	001-0541-541.5200	341.20
Florida Power & Light	67468-67586 2540 Hwy US1 I	001-0541-541.4300	5.82
<b>Department 541 - Road and Street Facilities Total:</b>			<b>6,778.36</b>

Department: 572 - Parks and Recreation

US Glass Corporation	REPLACE BROKEN WINDOW A	001-0572-572.4610	145.00
The Lake Doctors, Inc	MONTHLY MAINTENANCE - HI	001-0572-572.3400	90.00
Florida Power & Light	14322-90094 - GF PW - 202 S	001-0572-572.4300	990.37
Florida Power & Light	24515-76322 300 Citrus St - P	001-0572-572.4300	91.93
Florida Power & Light	28635-95142 - GF PR - 400 E	001-0572-572.4300	63.98
Florida Power & Light	66101-01831 - GF PR / PD - 20	001-0572-572.4300	415.86
<b>Department 572 - Parks and Recreation Total:</b>			<b>1,797.14</b>
<b>Fund 001 - GENERAL FUND</b>		<b>Total:</b>	<b>24,920.74</b>

Fund: 401 - ENTERPRISE FUND  
 Department: 533 - Water Utility Services

Vendor Name	Description (Payable)	Account Number	Amount
Verizon Wireless	Verizon Wireless - FY2016	401-0533-533.4100	-12.42
Strickland Sod Farm, Inc.	BAHIA SOD PALLETS	401-0533-533.5205	120.00
Strickland Sod Farm, Inc.	BAHIA SOD PALLETS	401-0533-533.5205	15.00
Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	175.00
DG Hardware, Inc.	Boot Shrimper & Key Schlage	401-0533-533.5205	37.77
Morton Salt Inc	INDUSTRIAL SOLAR SALT ION	401-0533-533.5205	2,995.86
Pace Analytical Services, Inc.	BLANKET PO - WTP LAB TESTI	401-0533-533.3401	195.00
Bunnell Auto Supply, Inc.	Drivebelt Tensioner, Idler Pull	401-0533-533.4620	164.94
Tyler Technologies	Tyler Bill notifications & web	401-0533-533.4900	480.00
Tyler Technologies	Tyler Bill notifications & web	401-0533-533.4900	43.64
Document Technologies	LRM4Y00834 Copier Overage	401-0533-533.4700	10.20
Pitney Bowes Global Financial	Folding Machine Lease 10/30	401-0533-533.4400	528.00
Capital Office Products	Post Note Holders, Post It Not	401-0533-533.5102	8.74
Capital Office Products	Post Note Holders, Post It Not	401-0533-533.5102	11.39
Capital Office Products	Post Note Holders, Post It Not	401-0533-533.5102	15.21
DG Hardware, Inc.	Adapter & Batteries	401-0533-533.5205	5.82
Florida Power & Light	08857-07703 - WS - 1605 E M	401-0533-533.4300	2,691.02
Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0533-533.4300	66.38
Florida Power & Light	23515-07823 - WS - 37 Briarw	401-0533-533.4300	11.01
Florida Power & Light	39472-13538 801 Hymon Cir -	401-0533-533.4300	5.42
Florida Power & Light	59268-64496 - WS - 1605 E M	401-0533-533.4300	80.95
<b>Department 533 - Water Utility Services Total:</b>			<b>7,648.93</b>

Department: 535 - Sewer / Wastewater Services

Miller Pipeline Corp	CREDIT on INV 392533	401-0535-535.6300	-200.00
Verizon Wireless	Verizon Wireless - FY2016	401-0535-535.4100	-4.30
Sizemore Welding, Inc.	CREDIT- COB-06658-2016	401-0535-535.5200	-56.00
ORMOND SEPTIC SYSTEMS	HAULING & TREATMENT OF B	401-0535-535.3400	950.00
DG Hardware, Inc.	Switch Pump & Wire	401-0535-535.5200	27.88
DG Hardware, Inc.	Fastners & Rod Thread	401-0535-535.5200	9.52
DG Hardware, Inc.	Paint	401-0535-535.5200	3.00
KED Group, Inc.	WWTP POLYMER	401-0535-535.5200	648.00
Tyler Technologies	Tyler Bill notifications & web	401-0535-535.4900	480.00
Tyler Technologies	Tyler Bill notifications & web	401-0535-535.4900	43.64
Document Technologies	LRM4Y00834 Copier Overage	401-0535-535.4700	10.19
Pitney Bowes Global Financial	Folding Machine Lease 10/30	401-0535-535.4400	528.00
Advanced Enviromental Labor	BLANKET PO - WWTP LAB TES	401-0535-535.3400	1,752.00
Advanced Enviromental Labor	BLANKET PO - WWTP LAB TES	401-0535-535.3400	1,304.90
DG Hardware, Inc.	Elbow, Coupling & Bushing	401-0535-535.5200	20.66
Capital Office Products	Post Note Holders, Post It Not	401-0535-535.5100	11.39
Capital Office Products	Post Note Holders, Post It Not	401-0535-535.5100	15.21
Capital Office Products	Post Note Holders, Post It Not	401-0535-535.5100	11.49
Florida Power & Light	01408-42220 - WS - 237 Gran	401-0535-535.4300	43.17
Florida Power & Light	05365-06116 - WS - 612 N Or	401-0535-535.4300	17.60
Florida Power & Light	06115-08987 - WS - 501 Deen	401-0535-535.4300	21.88
Florida Power & Light	09445-94365 - WS - 2904 E H	401-0535-535.4300	13.03
Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0535-535.4300	66.39
Florida Power & Light	16525-04919 - WS - 305 S Tol	401-0535-535.4300	4,375.96
Florida Power & Light	16885-09957 - WS - 103 Deen	401-0535-535.4300	21.59
Florida Power & Light	26391-00821 - WS - 1004 S St	401-0535-535.4300	27.05
Florida Power & Light	27076-01973 - WS - 321 S Bay	401-0535-535.4300	14.08
Florida Power & Light	27516-03917 - WS - 1200 Linc	401-0535-535.4300	53.28
Florida Power & Light	34080-03816 - WS - 410 N An	401-0535-535.4300	67.68
Florida Power & Light	38244-16469 - WS - 301 S An	401-0535-535.4300	228.30
Florida Power & Light	39472-13538 801 Hymon Cir -	401-0535-535.4300	5.42
Florida Power & Light	76171-09884 - WS - 1200 E M	401-0535-535.4300	76.89
Florida Power & Light	82864-01883 - WS - 2250 Old	401-0535-535.4300	54.41

Warrant  
(None)

Payment Date

Vendor Name  
Florida Power & Light

Payable Dates: - 01/23/2017 Post Dates: - 01/23/2017

Description (Payable)	Account Number	Amount
95527-02467 - WS - 1300 S U	401-0535-535.4300	16.81
<b>Department 535 - Sewer / Wastewater Services Total:</b>		<b>10,659.12</b>
<b>Fund 401 - ENTERPRISE FUND</b>	<b>Total:</b>	<b>18,308.05</b>



Warrant

Payable Dates: - 01/23/2017 Post Dates: - 01/23/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE					
Department: 534 - Garbage / Solid Waste Control Services					
		DG Hardware, Inc.	Fastners & Degreaser	402-0534-534.5200	19.62
		McGee Tire & Services	Blanket PO for McGee Tire	402-0534-534.4620	537.00
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	2,584.25
		Tyler Technologies	Tyler Bill notifications & web	402-0534-534.4900	240.00
		Tyler Technologies	Tyler Bill notifications & web	402-0534-534.4900	21.82
		Document Technologies	LRM4Y00834 Copier Overage	402-0534-534.4700	6.80
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	2,968.61
			<b>Department 534 - Garbage / Solid Waste Control Services Total:</b>		<b>6,378.10</b>
				<b>Fund 402 - SOLID WASTE Total:</b>	<b>6,378.10</b>

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
<b>Fund: 502 - Municipal Complex Building Fund</b>					
<b>Department: 519 - Municipal Complex</b>					
		Bankcard Center	SUPPLIES FOR METAL DOOR -	502-0519-519.4610	17.85
		Bankcard Center	SUPPLIES FOR METAL DOOR -	502-0519-519.4610	5.10
		Bankcard Center	SUPPLIES FOR METAL DOOR -	502-0519-519.4610	307.15
		Bankcard Center	SUPPLIES FOR METAL DOOR -	502-0519-519.4610	158.00
		Florida Power & Light	56661-53118 201 W Moody B	502-0519-519.4300	72.35
		Capital Office Products	Office Supplies Admin/New Ci	502-0519-519.5200	9.27
		Capital Office Products	Office Supplies Admin/New Ci	502-0519-519.5200	72.45
		Florida Power & Light	02735-15254 - GF 201 W Moo	502-0519-519.4300	39.11
		Florida Power & Light	08456-32520 - GF - 201 W Mo	502-0519-519.4300	795.62
		Florida Power & Light	47802-16398 - GF - 201 W Mo	502-0519-519.4300	1,387.05
		Florida Power & Light	50935-93118 - GF - 201 W Mo	502-0519-519.4300	22.47
		Florida Power & Light	51926-14112 - 201 W Moody	502-0519-519.4300	50.98
		<b>Department 519 - Municipal Complex Total:</b>			<b>2,937.40</b>
		<b>Fund 502 - Municipal Complex Building Fund Total:</b>			<b>2,937.40</b>
		<b>Grand Total:</b>			<b>52,544.29</b>

# Report Summary

## Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	24,920.74
401 - ENTERPRISE FUND	18,308.05
402 - SOLID WASTE	6,378.10
502 - Municipal Complex Building Fund	2,937.40
<b>Grand Total:</b>	<b>52,544.29</b>

## Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4800	Advertising / Promo Exp	186.00
001-0511-511.5200	Operating Supplies	49.98
001-0512-512.4100	Communications Expens	-9.29
001-0513-513.3400	Other Contract Services	200.00
001-0513-513.4400	Rental / Lease Expense	89.00
001-0513-513.4700	Printing / Binding Expen	3.39
001-0513-513.5100	Office Supplies Expense	58.68
001-0513-513.5200	Operating Expenses	35.80
001-0514-514.3103	Legal Services - Administ	7,000.00
001-0516-516.3200	Accounting & Auditing E	945.00
001-0516-516.5100	Office Supplies	59.73
001-0517-517.4100	Communications Expens	-10.87
001-0517-517.5200	Operating Supplies	-394.00
001-0517-517.5264	Small Equipment	462.00
001-0521-521.3400	Other Contract Services	100.00
001-0521-521.4000	Travel / Per Diem	209.71
001-0521-521.4100	Communications Expens	-10.87
001-0521-521.4300	Utility - Public Services	58.26
001-0521-521.4620	Repair / Maint - Vehicles	880.87
001-0521-521.4700	Printing / Binding Expen	140.00
001-0521-521.5210	Fuel	474.79
001-0521-521.5220	Uniforms Exp	386.70
001-0521-521.5264	Small Equipment Purcha	298.00
001-0522-522.4100	Communications Expens	108.15
001-0522-522.4300	Utility - Public Services	185.50
001-0522-522.4620	Repair / Maint - Vehicles	998.89
001-0522-522.5200	Operating Supplies	-30.00
001-0524-524.4200	Postage	6.02
001-0524-524.4700	Printing / Binding Expen	3.40
001-0524-524.4900	Other Current Chgs & O	47.21
001-0541-541.4300	Utility - Public Services	3,702.23
001-0541-541.4400	Rental / Lease Expense	295.00
001-0541-541.4600	Repair / Maint - Service	-79.20
001-0541-541.4610	Repair / Maint - Bldgs	411.85
001-0541-541.4620	Repair / Maint - Vehicles	480.15
001-0541-541.4640	Equipment Repair & Mai	500.72
001-0541-541.5200	Operating Supplies	1,136.46
001-0541-541.5264	Small Equipment Purcha	49.99
001-0541-541.5300	Road Repair Local Optio	-45.84
001-0541-541.5310	Signage	327.00
001-0572-572.3400	Other Contract Services	90.00
001-0572-572.4300	Utility - Public Services	1,562.14
001-0572-572.4610	Repair / Maint - Bldgs	145.00
001-2201000	Deposits Paybl - CtyHall/	300.00
001-2231000	Deferred Revenue Paybl	3,513.19
401-0533-533.3401	Other Contract Services	195.00
401-0533-533.4100	Communications Expens	-12.42
401-0533-533.4300	Utility - Public Services	2,854.78
401-0533-533.4400	Rental / Lease Expense	528.00

Completed by:   
 Approved by: 

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
401-0533-533.4620	Repair / Maint - Vehicles	164.94
401-0533-533.4700	Printing / Binding Expen	10.20
401-0533-533.4900	Other Current Chgs & O	523.64
401-0533-533.5102	Office Supplies - Water	35.34
401-0533-533.5205	Operating Supplies Exp -	3,349.45
401-0535-535.3400	Other Contract Services	4,006.90
401-0535-535.4100	Communications Expens	-4.30
401-0535-535.4300	Utility - Public Services	5,103.54
401-0535-535.4400	Rental / Lease Expense	528.00
401-0535-535.4700	Printing / Binding Expen	10.19
401-0535-535.4900	Other Current Chgs & O	523.64
401-0535-535.5100	Office Supplies Expenses	38.09
401-0535-535.5200	Operating Supplies	653.06
401-0535-535.6300	Improvements - Other T	-200.00
402-0534-534.3400	Other Contract Services	5,552.86
402-0534-534.4620	Repair/Maint Vehicles -	537.00
402-0534-534.4700	Printing & Binding - Soli	6.80
402-0534-534.4900	Other Current Charges -	261.82
402-0534-534.5200	Operating Supplies	19.62
502-0519-519.4300	Utility Public Service	2,367.58
502-0519-519.4610	Repair/Maint/Bldg	488.10
502-0519-519.5200	Operating Expense	81.72
	<b>Grand Total:</b>	<b>52,544.29</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	50,822.44
2016-Christmas Exp	365.00
34	1,356.85
	<b>Grand Total:</b>
	<b>52,544.29</b>



**City of Bunnell, Florida**

**Agenda Item No. a.**

**ATTACHMENTS:**

Description

2017 01 09 City Commission Meeting Minutes

Type

Minutes

CATHERINE D. ROBINSON

*MAYOR*

JOHN ROGERS

*VICE-MAYOR*

DAN DAVIS

*CITY MANAGER*



*Crossroads of Flagler County*

*COMMISSIONERS:*

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

## **BUNNELL CITY COMMISSION MINUTES**

**Monday, January 9, 2017**

**7:00 PM**

201 West Moody Boulevard,  
City Commission Chambers - Building 3  
Bunnell, FL 32110

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### **A. Call Meeting to Order and Pledge Allegiance to the Flag**

Mayor Robinson called the meeting to order at 7:00 PM and led the pledge to the flag.

**Roll Call: Present:** Mayor Catherine D. Robinson, Vice Mayor John Rogers, Commissioner Elbert Tucker, Commissioner Bill Baxley, Commissioner Bonita Robinson, City Attorney Wade Vose, City Manager Dan Davis, and City Clerk Sandra Bolser.

#### **Invocation for our Military Troops and National Leaders**

Vice Mayor Rogers led the invocation.

### **B. Introductions, Commendations, Proclamations, and Presentations:**

**B.1. Proclamation: School Choice Week.**

Mayor Robinson read the proclamation aloud.

**B.2. Presentation: Promotion of Shane Tully to Corporal.**

Chief Foster introduced Shane Tully and presented him with his Corporal stripes.

### **C. Consent Agenda:**

#### **C.1. Approval of Warrant**

a. 2017 01 09 Warrant

#### **C.2. Approval of Minutes**

a. 2016 04 18 Parks & Recreation Advisory Committee Minutes

b. 2016 12 21 City Commission Special Meeting Minutes

**C.3. Blanket Purchase Order for Summerville Electric and request to renew the piggy-back of St. Augustine's agreement for traffic signal service.**

**C.4. Request for Blanket Purchase Order to Ten-8 Fire.**

**C.5. Updating Personnel Policies 400.0 Salary Administration & 403.0 Pay Procedures**

**C.6. City Manager's Monthly Report**

**Motion:** Approve the Consent Agenda.

**Motion by:** Vice Mayor Rogers

**Seconded by:** Commissioner Baxley

**Board Discussion:** None.

**Public Comments:** None.

**Vote:** Motion carried 5-0.

**D. Public Comments:**

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

Carmella Sweeney, Hope Bodin, Jermaine Bucknor, Abby Carver, Christina Courson, Margaret D'elia, Chasey Pannell and Karissa Jackson, from Flagler H.E.L.P, addressed the Commission. Flagler H.E.L.P. works to assist low income seniors in Bunnell. They have completed a number of projects and wish to hold a benefit fair in March at the Coquina City Hall. They asked the City to consider sponsoring the event.

Justin White addressed the Commission. He expressed his praise for City Manager Dan Davis and Public Works Director Perry Mitrano in assisting with getting answers and working to find a solution for the smoke produced by Environmental Land Services even though the business is not under Bunnell jurisdiction.

**E. Ordinances: (Legislative):**

**E.1.** Ordinance 2016-21 Changing the Future Land Use Designation of Approximately 39.27 Acres of Property from Bunnell Single Family Low Density and Commercial Medium to Bunnell Single Family Medium Density. – Second Reading: Attorney Vose read the short title into the record. Acting Community Development Director Kristen Bates reviewed the proposed Ordinance.

**Motion:** Adopt Ordinance 2016-21 Changing the Future Land Use Designation of Approximately 39.27 Acres of Property from Bunnell Single Family Low Density and Commercial Medium to Bunnell Single Family Medium Density.

**Motion by:** Commissioner Tucker

**Seconded:** Commissioner Robinson

**Board Discussion:** None.

**Public discussion:** None.

**Vote:** Motion carried 5-0.

**E.2.** Ordinance 2016-22 Changing the Zoning Designation on Approximately 39.27 Acres of Property from Bunnell R-1, Single Family Residential to Bunnell R-2, Multiple Family Residential. – Second Reading: Attorney Vose read the short title into the record. Acting Community Development Director Kristen Bates reviewed the proposed Ordinance.

**Motion:** Adopt 2016-22 Changing the Zoning Designation on Approximately 39.27 Acres of Property from Bunnell R-1, Single Family Residential to Bunnell R-2, Multiple Family Residential.

**Motion by:** Vice Mayor Rogers

**Seconded:** Commissioner Baxley

**Board Discussion:** None.

**Public discussion:** None.

**Vote:** Motion carried 5-0.

**E.3.** Ordinance 2017-01 Voluntarily Annexing ±.40 acres of Property Located in Unincorporated Flagler County. -First Reading Attorney Vose read the short title into

the record. Acting Community Development Director Kristen Bates reviewed the proposed Ordinance. The applicant, Thea Mather, was present to answer any questions.

**Motion:** Approve Ordinance 2017-01 Voluntarily Annexing ±.40 acres of Property Located in Unincorporated Flagler County.

**Motion by:** Commissioner Baxley

**Seconded:** Vice Mayor Rogers

**Board Discussion:** None.

**Public discussion:** None.

**Vote:** Motion carried 5-0.

**E.4.** Ordinance 2017-02 Moratorium on Medical Marijuana Dispensaries - First Reading: Attorney Vose read the short title into the record and reviewed the proposed Ordinance. He explained this action would not prohibit a person's use of medical marijuana, but impacts development for locations which would dispense medical marijuana.

**Motion:** Approve Ordinance 2017-02 Moratorium on Medical Marijuana Dispensaries - First Reading.

**Motion by:** Commissioner Tucker

**Seconded:** Commissioner Baxley

**Board Discussion:** None.

**Public discussion:** None.

**Vote:** Motion carried 5-0.

**F. Resolutions: (Legislative): None**

**G. Old Business: None**

**H. New Business:**

**H.1.** Request to Appoint three (3) Canvassing Board Members for the March 7, 2017 Election.

This item was introduced by City Manager Dan Davis.

**Board Discussion:** Commissioner Tucker volunteered to participate on the Canvassing Board. In addition, he recommended Roger Thompson, a Bunnell citizen, to serve on the Board. The Canvassing Board will be composed of a representative from the City Clerk's Office, Commissioner Tucker and Roger Thompson.

**Public discussion:** None.

Note: No vote was taken.

**H.2.** Request to purchase a 2007 Sterling truck with a Vac-Con V311 LHA/1000 tank from the City of Palm Coast in the amount of \$75,000.00.

This item was introduced by Public Works Director Perry Mitrano. He explained the City examined the vehicle and it has been well maintained. This vehicle would replace the existing one owned by the City. The funds for the purchase are in the current budget.

**Motion:** Approve the purchase of a 2007 Sterling truck with a Vac-Con V311 LHA/1000 tank from the City of Palm Coast for \$75,000.00.

**Motion by:** Vice Mayor Rogers

**Seconded:** Commissioner Tucker



**Board Discussion:** Vice Mayor Rogers advised the City would most likely get 20,000.00 to \$30,000.00 for the City's Vac-Con truck at auction so a portion of the cost would be earned back by the City. Commissioner Robinson asked if the City would be able to complete repairs on the new truck and the Public Works Director advised the City mechanics could complete the repairs and maintenance on this truck.

**Public discussion:** None.

**Vote:** Motion carried 5-0.

**H.3.** Discussion for the installation of residential/municipal street speed humps on Hymon Circle.

This item was introduced by Commissioner Robinson. She has talked with a number of citizens on the south side of the City and gathered signatures on a petition. The residents in the area of Dr. Martin Luther King Jr. Avenue, E. Booe Street, and Hymon Circle feel speeding is a problem the City needs to address with speed bumps.

**Board Discussion:** City Manager Dan Davis advised staff is asking for direction on how the Commission would like to proceed. This cost is not budgeted and there is no data to indicate where the highest need for intervention exists. In order to make an accurate determination, the City should gather data in the same way done for the Colony Park request. Additionally, in future budgets, the Commission may want to start including a small budget for speed bumps to be able to address this type of request. Commissioner Baxley asked about the cost or number of speed bumps being proposed. That information was not available. Commissioner Tucker advised the decision need to be based on data and what is truly happening in the area.

**Public discussion:** James William from the Tabernacle of Deliverance Church on E. Booe St. commented speed bumps are needed in the area. Visiting churches have commented on how fast cars have passed the church on service days.

**Vote:** No vote was taken. Direction was given for City staff to conduct research and try other traffic safety measures in the area. Once data has been gathered, the Commission would like to revisit the issue.

**H.4.** Approval of the USDA Letter of Conditions Amendment No. 1.

This item was introduced by Finance Director Stella Gurnee. The conditions of the amendment were explained.

**Motion:** Approve the USDA Letter of Conditions Amendment No. 1.

**Motion by:** Commissioner Robinson

**Seconded:** Vice Mayor Rogers

**Board Discussion:** Commissioner Baxley asked if there was a cost to the City. Finance Director Stella Gurnee reported this would be 100% grant funded.

**Public discussion:** None.

**Vote:** Motion carried 5-0.

**H.5.** City Manager Annual Evaluation and Approval of Salary Increase.

This item was introduced by Mayor Robinson. A summary of the City Manager evaluation was provided and it was explained the input from each Commissioner was included in the agenda backup.

**Motion:** Approve a \$4,500.00 salary increase.

**Motion by:** Commissioner Tucker

**Seconded:** Mayor Robinson

(Mayor Robinson passed the gavel to Vice Mayor Rogers to be able to second the Motion)

**Board Discussion:** There was discussion by the Commission about the cost of the salary increase, what funds were currently available, and where other funds could be located. Commissioner Tucker advised that other City Managers in a comparable city earn an average of \$85,000.00. Mayor Robinson stated Mr. Davis is doing a very good job and received a good rating from all Commissioners. Commissioner Baxley asked what other City employees earn for merit increases. Staff advised employees can earn up to a 2% pay increase for an above average performance evaluation. He believes the City Manager's increase should be the same as other employees.

**Public discussion:** Perry Mitrano addressed the Commission and advised it is an honor to work for Dan Davis. The changes he has made to the office and the improvement in moral makes employees want to come to work now.

**Vote:** Motion failed to pass 2-3.

**Yes:** Mayor Robinson; Commissioner Tucker

**No:** Vice Mayor Rogers; Commissioner Baxley; Commissioner Robinson

**Motion:** Approve a 2% salary increase to include any other additional benefits.

**Motion by:** Commissioner Tucker

**Seconded:** Commissioner Baxley

**Board Discussion:** Mayor Robinson stated the increase should have raised the salary to at least \$70,000.00 especially if \$2,000.00 had already been discovered in the budget.

**Public discussion:** None.

**Vote:** Motion carried 4-1.

**Yes:** Vice Mayor Rogers; Commissioner Tucker; Commissioner Baxley; Commissioner Robinson

**No:** Mayor Robinson

## I. Reports:

- **City Clerk:** The March election qualifying period started this morning and ends Friday at noon.
- **City Attorney:** Is glad to be back at the Bunnell meetings. He thanked the Commission for the welcome they provided the attorneys from the firm who have been at the last few meetings.
- **City Manager:**
  - Chief Fraser has submitted his letter of resignation. The letter was forwarded to each Commissioner. Chief Fraser will remain on staff until the end of March.
  - The City received the FRDAP contacts for the Booe Street and Heritage Trails Park projects. Those will be placed on the next Commission agenda for approval.
  - The City should get some guidance from the State on the CDBG Grant for the Sewer Rehabilitation project.
  - The City is preparing to move forward with the REDI Grant Reclaim line extension project. The RFQ should be released soon.

- There is one candidate for the Engineer. He was pleased with the interview and anticipates the Interlocal Agreement with Flagler Beach for the sharing of the engineer to appear on the next Commission agenda. It is expected the engineer may be working as soon as the end of the month.
- A draft of a citizen survey was provided tonight. This was created to assist with the scoring for the grant the City will be trying to get for the hardening of City buildings.
- Donnie Nobles would like to hold a fundraiser for the Police Department. The funds raised would go to purchase body cameras for the Police Department. At this time, the event is planned for March 19, 2017 from 12:30 pm to 4:00 pm.
- The existing Police Department building is not in good shape. It is no longer fiscally responsible to continue to put money into the repair of the building. Currently, the City is planning to gradually move the Police Department into the main government services building.
- The City is looking into getting LED lighting for City facilities.
- **Mayor and City Commissioners**
  - **Commissioner Tucker:** None.
  - **Commissioner Baxley:** None.
  - **Commissioner Robinson:** None.
  - **Vice Mayor Rogers:** None.
  - **Mayor Robinson:** None.

**J. Call for Adjournment.**

**Motion:** Adjourn meeting at 8:26 PM.

**Motion by:** Vice Mayor Rogers

**Seconded by:** Commissioner Baxley

**Vote:** Motion carried 5-0.

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Catherine D. Robinson, Mayor

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Sandra Bolser, City Clerk

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Date

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Date



## City of Bunnell, Florida

### Agenda Item No. C.3.

Document Date: 1/10/2017 Amount: n/a  
Department: Engineering Account #: n/a  
Subject: Request for Approval of Grant Agreement A7095-Heritage Trail Pocket Park  
Agenda Section: Consent Agenda:

#### **ATTACHMENTS:**

Description	Type
Proposed Contract	Contract

#### **Summary/Highlights:**

The City was awarded a Florida Recreation Development Assistance Program (FRDAP) grant for project number A7095-Heritage Trail Pocket Park. To accept the grant the City must to sign two (2) original agreements and return to the Florida Department Environmental Protection (DEP) by February 9, 2017.

#### **Background:**

The City was awarded \$29,000 for this project. Construction cannot begin until all project commencement documentation has been submitted to and approved by DEP.

#### **Staff Recommendation:**

Approval of Agreement A7095 Heritage Trail Pocket Park.

#### **City Attorney Review:**

Reviewed and approved.

#### **Finance Department Review/Recommendation:**

There is not City match required for this grant.

**DEP AGREEMENT NO. A7095**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1698A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT  
FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES**

**THIS AGREEMENT** is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the “Department”) and the **CITY OF BUNNELL**, whose address is 201 W. Moody Blvd., Bunnell, Florida 32110-0756 (hereinafter referred to as “Grantee”), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as Heritage Trail Pocket Park, Phase I, Project Number A17095 (hereinafter referred to as the “Project”). Collectively, the Department and the Grantee may be referred to as “Parties” or individually as a “Party.” For purposes of this Agreement, the terms “Grantee” and “Recipient” are used interchangeably.

**WHEREAS**, the Department is authorized to administer the Florida Recreation Development Assistance Program (FRDAP), in accordance with Section 375.075, F.S.; and,

**WHEREAS**, pursuant to Subsection 62D-5.055(5), Florida Administrative Code (F.A.C), this Project, as it appears on the Recommended Application Priority List for Fiscal Year (FY) 2016-17, was approved by the Secretary of the Department, submitted to the Executive Office of the Governor and to the Florida House and Senate Appropriations Committee for funding consideration, and was awarded FRDAP funds for the development of land for public outdoor recreation purposes; and,

**WHEREAS**, the Grantee, as a recipient of the FRDAP grant funds, administered and monitored by the Department, is responsible for complying with all federal and state laws and local rules and regulations during performance of its activities pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and pursuant to Section 375.075, F.S., and Chapter 62D-5, F.A.C., the Parties hereto agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this Grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) or by contacting the Department’s Grant Manager.

The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-107**, attached hereto and made a part hereof. Upon satisfactory approval by the Department, the Department will issue written “Notice to Commence” to the Grantee. Unless and until the Department issues

the “Notice to Commence” authorizing Grantee to commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the “Notice to Commence”, except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.054(34), F.A.C.

**2. PERIOD OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the date of the State of Florida’s (“State”) fiscal year in which funds are appropriated, July 1, 2016, until midnight on June 30, 2019, inclusive. If Project is not completed by midnight on June 30, 2019, then this Agreement shall be terminated and the Project funds shall revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.). The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after July 1, 2016, until the effective date of full execution of this Agreement.

**3. FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to FRDAP guidelines regarding Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of state funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$29,000.00. The Parties acknowledge and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department’s Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.E., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee’s match requirements; a change in the expiration date of the Agreement; and/or, changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.E., exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, Payment Request Summary Form, DRP-115**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department within sixty (60)

calendar days following the completion date of the Agreement, to assure the availability of funds for payment.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and Project signs are eligible Project Costs. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.054(34), F.A.C., means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.058(2)(b), F.A.C., allows for Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees, as eligible Project Costs provided that such costs do not exceed fifteen percent (15%) of the Project cost.

E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee’s employees, as listed on the Grantee’s approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
  - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
  - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the

Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
  - iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
  - v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
  - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).



- G. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

**4. ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation from the Recommended Application Priority List and/or appropriation by the Florida Legislature. The Department shall distribute FRDAP funds as reimbursement grants to applicants eligible pursuant to Rule 62D-5.055, F.A.C. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

**5. REPORTS:**

The Grantee shall utilize **Attachment E, Project Status Report Form, DRP-109**, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

**6. RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment the Grantee shall submit all documents described in **Attachment F, Completion Documentation Checklist, DRP-111**, to the Department and the Department shall approve the completion of such documentation, pursuant to FRDAP requirements and additionally set forth in paragraph 62D-5.058(7)(d), F.A.C., in order for the Grantee to receive the retained ten percent (10%).

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment G, Project Completion Certification, DRP-112**. The Project must be designated complete prior to release of final reimbursement.

8. **INDEMNIFICATION:**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an Amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. **REMEDIES/FINANCIAL CONSEQUENCES:**

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". No payment will be made for Deliverables deemed unsatisfactory by the Department. In the event that a Deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its

sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule 62D-5.059, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department shall declare the Grantee ineligible for further participation in FRDAP until such time as compliance has been obtained.

#### **11. RECORD KEEPING/AUDIT:**

- 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 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 Agreement completion. 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. 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.

**12. SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each Amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in Paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:  
  

<https://apps.fldfs.com/fsaa/>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**13. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**14. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;

- ii. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

**15. SIGNAGE:**

The Grantee shall erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign shall be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

**16. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**17. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**18. NOTICE:**

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. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 19.

**19. CONTACTS:**

The Department’s Grant Manager (which may also be referred to as the Department’s Project Manager) at the time of execution for this Agreement is:

Ms. Angela Bright or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	<a href="mailto:Angie.Bright@dep.state.fl.us">Angie.Bright@dep.state.fl.us</a>

The Grantee's Grant Manager at the time of execution for this Agreement is:

Mr. Dan Davis or Successor	
City Manager	
City of Bunnell	
201 W. Moody Blvd.	
Bunnell, FL 32110-0756	
Telephone No.:	(386) 263-8803
Fax No.:	(386) 437-7503
E-mail Address:	<a href="mailto:ddavis@bunnellcity.us">ddavis@bunnellcity.us</a>

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B. should include the updated Grant Manager information.

**20. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability Insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000            Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000            Hired and Non-owned Automobile Liability Coverage

- iv.     Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

**21.     CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**22.     UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**23.     EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

**24.     QUALITY ASSURANCE REQUIREMENTS:**

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

**25.     DISCRIMINATION:**

- A.     No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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.
- B.     An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with

any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**26. LAND ACQUISITION:**

Land Acquisition, where title to land acquired with FRDAP funds vest in a Grantee, is not authorized under the terms of this Agreement.

**27. SITE DEDICATION:**

- A. Grantee has an interest and/or right to real property, whereby FRDAP funding is appropriated to develop an approved public outdoor recreation project, as more fully described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement.

Land owned by Grantee, which is developed with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project completion date as set forth in the Project Completion Certification. The dedications must be recorded by Grantee in the official public property records. Any applicable recording fees are the sole responsibility of Grantee.

- B. Should the Grantee's interest and/or right to the land referenced herein change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

**28. PHYSICAL ACCESS AND INSPECTION:**

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**29. PUBLIC RECORDS ACCESS:**

- A. 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 Subsection 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. 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 Article I, Section 24(a), Florida Constitution.



- C. If Grantee meets the definition of “Contractor” found in Paragraph 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 Section 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, F.S., 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 the 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 the Department.

D. **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**

**30. 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.

**31. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**32. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**33. ENTIRE AGREEMENT:**

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, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF BUNNELL

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Signature of Person Authorized to Sign

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

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

Address:

Attest: \_\_\_\_\_

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

Approved as to form and legality:



\_\_\_\_\_  
Grantee Attorney

\_\_\_\_\_  
DEP Attorney

FEID No.: 59-6000285

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

List of attachments/exhibits included as part of this Agreement (web links provided, when available):

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist – DRP-107 (2 pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf</a>)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – DRP-115 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf</a>)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report Form – DRP-109 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf</a>)</u>
<u>Attachment</u>	<u>F</u>	<u>Completion Documentation Checklist – DPR-111 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf</a>)</u>

<u>Attachment</u>	<u>G</u>	<u>Project Completion Certification – <i>DRP-112</i> (2 Pages)</u> <u><a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf</a></u>
<u>Attachment</u>	<u>H</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u><i>Attachment Intentionally Excluded</i></u>

**ATTACHMENT A**  
**PROJECT WORK PLAN**  
**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

Project Name: Heritage Trail Pocket Park, Phase I  
 Grantee Name: City of Bunnell  
 FRDAP Project # A17095

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.<sup>1</sup>

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (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 103 North State Street, Bunnell, FL 32110 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

**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, in-kind service costs, and/or land value. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$29,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$0</b>
<b>Total Estimated Project Cost:</b>	<b>\$29,000.00</b>
<b>Match Ratio:</b>	<b>0 %</b>

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> 1. Development of Commencement Documentation Checklist (DRP-107), which includes: <ul style="list-style-type: none"> <li>• A professional site plan;</li> </ul>	<b>DELIVERABLE 1</b> The Department will issue "Notice to Commence" upon receipt and approval of:	180 calendar days after Execution of Agreement <sup>2</sup>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

<ul style="list-style-type: none"> <li>• Commencement Certification (DRP-108);</li> <li>• A boundary survey;</li> <li>• Results of title search or the opinion prepared by the member of the Florida Bar Association or Licensed title insurer; and</li> <li>• A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</li> </ul> <p>If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-107), and will be required prior to commencement.</p>	<p><b>1.A.</b> All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-107)</p> <p><b>1.B.</b> Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</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 fifteen (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><b>2.A.</b> Development of Primary Project Element, which includes: Development of new small play area with play elements to include spring rockers and climbing wall, and picnic facilities. Other site amenities to include bike rack. Additional project costs to include Administrative and Engineering costs.</p> <p><b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111), which includes:</p> <ul style="list-style-type: none"> <li>• Project Completion Certification (DRP-112)</li> <li>• Final “As-Built” site plan</li> <li>• Florida Park Inventory Form</li> <li>• Project Photographs</li> <li>• Notice of Limitation of Use/Site Dedication (DRP-113)</li> </ul>	<p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p><b>2.B.</b> Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful 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 below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>Due April 30, 2019, which shall also be the Project completion date<sup>3</sup></p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

**Project Task Performance Standard:** The Department’s Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

**Endnotes:**

1. FRDAP documentation is available at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.



## Florida Department of Environmental Protection

### **ATTACHMENT D FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM CONTRACT PAYMENT REQUIREMENTS**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)



## ATTACHMENT H

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1698A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund	2016-2017	37.017	Florida Recreation Development Assistance Program	\$29,000.00	140002

<b>Total Award</b>					<b>\$29,000.00</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



## City of Bunnell, Florida

### Agenda Item No. C.4.

Document Date: 1/10/2017 Amount: n/a  
Department: Engineering Account #: n/a  
Subject: Request for Approval of Grant Agreement A7069 Bunnell-Booe Street Park  
Agenda Section: Consent Agenda:

#### **ATTACHMENTS:**

Description	Type
Proposed Agreement	Contract

#### **Summary/Highlights:**

The City was awarded a Florida Recreation Development Assistance Program (FRDAP) grant for project number A7069 Bunnell-Booe Street Park. To accept the grant, the City must sign two (2) original agreements and return to Florida Environmental Protection (DEP) by February 6, 2017.

#### **Background:**

The City was awarded \$50,000 for this project. Construction cannot begin until all project commencement documentation has been submitted to and approved by DEP.

#### **Staff Recommendation:**

Approval of Agreement A7069 Bunnell-Booe Street Park.

#### **City Attorney Review:**

Reviewed and approved.

#### **Finance Department Review/Recommendation:**

There is not City match required for this grant award.

**DEP AGREEMENT NO. A7069**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1698A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT  
FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES**

**THIS AGREEMENT** is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the “Department”) and the **CITY OF BUNNELL**, whose address is 201 W. Moody Blvd., Bunnell, Florida 32110-0756 (hereinafter referred to as “Grantee”), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as Booe Street Park, Phase I, Project Number A17069 (hereinafter referred to as the “Project”). Collectively, the Department and the Grantee may be referred to as “Parties” or individually as a “Party”. For purposes of this Agreement, the terms “Grantee” and “Recipient” are used interchangeably.

**WHEREAS**, the Department is authorized to administer the Florida Recreation Development Assistance Program (FRDAP), in accordance with Section 375.075, F.S.; and,

**WHEREAS**, pursuant to Subsection 62D-5.055(5), Florida Administrative Code (F.A.C.), this Project, as it appears on the Recommended Application Priority List for Fiscal Year (FY) 2016-17, was approved by the Secretary of the Department, submitted to the Executive Office of the Governor and to the Florida House and Senate Appropriations Committee for funding consideration, and was awarded FRDAP funds for the development of land for public outdoor recreation purposes; and,

**WHEREAS**, the Grantee, as a recipient of the FRDAP grant funds, administered and monitored by the Department, is responsible for complying with all federal and state laws and local rules and regulations during performance of its activities pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and pursuant to Section 375.075, F.S., and Chapter 62D-5, F.A.C., the Parties hereto agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this Grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) or by contacting the Department’s Grant Manager.

The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-107**, attached hereto and made a part hereof. Upon satisfactory approval by the Department, the Department will issue written “Notice to Commence” to the Grantee. Unless and until the Department issues

the “Notice to Commence” authorizing Grantee to commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the “Notice to Commence”, except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.054(34), F.A.C.

**2. PERIOD OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the date of the State of Florida’s (“State”) fiscal year in which funds are appropriated, July 1, 2016, until midnight on June 30, 2019, inclusive. If Project is not completed by midnight on June 30, 2019, then this Agreement shall be terminated and the Project funds shall revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.). The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after July 1, 2016, until the effective date of full execution of this Agreement.

**3. FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to FRDAP guidelines regarding Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of state funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$50,000.00. The Parties acknowledge and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department’s Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.E., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee’s match requirements; a change in the expiration date of the Agreement; and/or, changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.E., exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, Payment Request Summary Form, DRP-115**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department within sixty (60)



calendar days following the completion date of the Agreement, to assure the availability of funds for payment.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and Project signs are eligible Project Costs. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.054(34), F.A.C., means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.058(2)(b), F.A.C., allows for Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees, as eligible Project Costs provided that such costs do not exceed fifteen percent (15%) of the Project cost.

E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee’s employees, as listed on the Grantee’s approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
  - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
  - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the

Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
  - iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
  - v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
  - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

- G. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

**4. ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation from the Recommended Application Priority List and/or appropriation by the Florida Legislature. The Department shall distribute FRDAP funds as reimbursement grants to applicants eligible pursuant to Rule 62D-5.055, F.A.C. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

**5. REPORTS:**

The Grantee shall utilize **Attachment E, Project Status Report Form, DRP-109**, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

**6. RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment the Grantee shall submit all documents described in **Attachment F, Completion Documentation Checklist, DRP-111**, to the Department and the Department shall approve the completion of such documentation, pursuant to FRDAP requirements and additionally set forth in paragraph 62D-5.058(7)(d), F.A.C., in order for the Grantee to receive the retained ten percent (10%).

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment G, Project Completion Certification, DRP-112**. The Project must be designated complete prior to release of final reimbursement.

8. **INDEMNIFICATION:**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an Amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. **REMEDIES/FINANCIAL CONSEQUENCES:**

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". No payment will be made for Deliverables deemed unsatisfactory by the Department. In the event that a Deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a

satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule 62D-5.059, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department shall declare the Grantee ineligible for further participation in FRDAP until such time as compliance has been obtained.

#### **11. RECORD KEEPING/AUDIT:**

- 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 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 Agreement completion. 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. 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.

**12. SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each Amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in Paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:  
  

<https://apps.fldfs.com/fsaa/>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**13. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**14. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;

- ii. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

**15. SIGNAGE:**

The Grantee shall erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign shall be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

**16. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**17. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**18. NOTICE:**

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. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 19.

**19. CONTACTS:**

The Department’s Grant Manager (which may also be referred to as the Department’s Project Manager) at the time of execution for this Agreement is:

Ms. Angela Bright or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	<a href="mailto:Angie.Bright@dep.state.fl.us">Angie.Bright@dep.state.fl.us</a>

The Grantee's Grant Manager at the time of execution for this Agreement is:

Mr. Dan Davis or Successor	
City Manager	
City of Bunnell	
201 W. Moody Blvd.	
Bunnell, FL 32110-0756	
Telephone No.:	(386) 263-8803
Fax No.:	(386) 437-7503
E-mail Address:	<a href="mailto:ddavis@bunnellcity.us">ddavis@bunnellcity.us</a>

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B. should include the updated Grant Manager information.

**20. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability Insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or



operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000            Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000            Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

**21. CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**22. UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**23. EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

**24. QUALITY ASSURANCE REQUIREMENTS:**

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

**25. DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with

any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**26. LAND ACQUISITION:**

Land Acquisition, where title to land acquired with FRDAP funds vest in a Grantee, is not authorized under the terms of this Agreement.

**27. SITE DEDICATION:**

- A. Grantee has an interest and/or right to real property, whereby FRDAP funding is appropriated to develop an approved public outdoor recreation project, as more fully described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement.

Land owned by Grantee, which is developed with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project completion date as set forth in the Project Completion Certification. The dedications must be recorded by Grantee in the official public property records. Any applicable recording fees are the sole responsibility of Grantee

- B. Should the Grantee's interest and/or right to the land referenced herein change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

**28. PHYSICAL ACCESS AND INSPECTION:**

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**29. PUBLIC RECORDS ACCESS:**

- A. 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 Subsection 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. 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 Article I, Section 24(a), Florida Constitution.

- C. If Grantee meets the definition of “Contractor” found in Paragraph 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 Section 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, F.S., 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 the 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 the Department.

D. **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**

**30. 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.

**31. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**32. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**33. ENTIRE AGREEMENT:**

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, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF BUNNELL

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Signature of Person Authorized to Sign

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

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

Address:

Attest: \_\_\_\_\_

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

Approved as to form and legality:

*Bruce E. Groover*

\_\_\_\_\_  
Grantee Attorney

\_\_\_\_\_  
DEP Attorney

FEID No.: 59-6000285

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

List of attachments/exhibits included as part of this Agreement (web links provided, when available):

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist – DRP-107 (2 pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf</a>)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – DRP-115 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf</a>)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report Form – DRP-109 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf</a>)</u>
<u>Attachment</u>	<u>F</u>	<u>Completion Documentation Checklist – DPR-111 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf</a>)</u>

<u>Attachment</u>	<u>G</u>	<u>Project Completion Certification – <i>DRP-112</i> (2 Pages)</u> <u><a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf</a></u>
<u>Attachment</u>	<u>H</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u><i>Attachment Intentionally Excluded</i></u>

**ATTACHMENT A**  
**PROJECT WORK PLAN**  
**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

Project Name: Booe Street Park, Phase I  
 Grantee Name: City of Bunnell  
 FRDAP Project # A17069

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.<sup>1</sup>

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (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 300 East Booe Street, Bunnell, FL 32110 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

**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, in-kind service costs, and/or land value. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$50,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$0</b>
<b>Total Estimated Project Cost:</b>	<b>\$50,000.00</b>
<b>Match Ratio:</b>	<b>0 %</b>

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> 1. Development of Commencement Documentation Checklist (DRP-107), which includes: <ul style="list-style-type: none"> <li>• A professional site plan;</li> </ul>	<b>DELIVERABLE 1</b> The Department will issue "Notice to Commence" upon receipt and approval of:	180 calendar days after Execution of Agreement <sup>2</sup>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

<ul style="list-style-type: none"> <li>• Commencement Certification (DRP-108);</li> <li>• A boundary survey;</li> <li>• Results of title search or the opinion prepared by the member of the Florida Bar Association or Licensed title insurer; and</li> <li>• A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</li> </ul> <p>If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-107), and will be required prior to commencement.</p>	<p><b>1.A.</b> All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-107)</p> <p><b>1.B.</b> Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</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 fifteen (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><b>2.A.</b> Development of Primary Project Element, which includes: Development of new playground, picnic facilities, bike/tricycle trail, outdoor concrete game table, and fencing. Other site amenities include bike racks. Additional project costs include Administrative and Engineering costs.</p> <p><b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111), which includes:</p> <ul style="list-style-type: none"> <li>• Project Completion Certification (DRP-112)</li> <li>• Final “As-Built” site plan</li> <li>• Florida Park Inventory Form</li> <li>• Project Photographs</li> <li>• Notice of Limitation of Use/Site Dedication (DRP-113)</li> </ul>	<p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p><b>2.B.</b> Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful 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 below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>Due April 30, 2019, which shall also be the Project completion date<sup>3</sup></p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

**Project Task Performance Standard:** The Department’s Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.



**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

**Endnotes:**

1. FRDAP documentation is available at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.



## Florida Department of Environmental Protection

### **ATTACHMENT D FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM CONTRACT PAYMENT REQUIREMENTS**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

## ATTACHMENT H

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1698A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund	2016-2017	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

<b>Total Award</b>					<b>\$50,000.00</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



**City of Bunnell, Florida**

**Agenda Item No. C.5.**

Document Date: 1/12/2017 Amount: N/A  
 Department: Public Works and Parks/Rec Account #: N/A  
 Subject: Request to Surplus Equipment and Vehicles.  
 Agenda Section: Consent Agenda:

**Summary/Highlights:**

City departments have canvassed their equipment and vehicles for surplus items. All departments had an opportunity to claim items determined to be surplus by other departments.

**Background:**

The list of equipment and vehicles designated as surplus are below:

#921 F150 pick up *[pmitrano]* Transmission bad the truck has 88,000 miles condition poor

921	2005	Ford	F150	1FTRF12W15NB72335	232007	White light truck
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#914 service truck

*[pmitrano]* Motor blown, no catalytic converters and exhaust, interior is bad body utility body to be removed. Condition Bad not operable

914	2005	Ford	F250	1FDNF20535EC29791	232006	Light Truck White
-----	------	------	------	-------------------	--------	-------------------

#901 Vac truck

*[pmitrano]* Motor and transmission running vac-con body bad true miles unknown

901	1995	Ford	L8000	1FDZW82E6SVA06786	XA4492	Vac Con White
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Assorted used weed eater

*[pmitrano]* old retired non running condition good for parts only

Pipe threader

*[pmitrano]* obsolete & old for utilities to use most of what we put in today is poly-plastic

Electric motors misc

*[pmitrano]* Retired/replaced old motors from the different plants

Water pumps misc

*[pmitrano]* retire/replaced old pumps

2 each Cash registers Sharp model XE-A21S and model XE-A102

**Staff Recommendation:**

Surplus all assets listed above.

**City Attorney Review:**

**Finance Department Review/Recommendation:**

Recommend approval.





## City of Bunnell, Florida

### Agenda Item No. E.1.

Document Date: 1/9/2017 Amount: N/A  
Department: Community Development Account #: N/A  
Subject: Ordinance 2017-01 Voluntarily Annexing ±.40 acres of Property Located in Unincorporated Flagler County. -Second Reading.  
Agenda Section: Ordinances: (Legislative):

#### ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance
Location Map	Location Map(s)

#### Summary/Highlights:

This is a request to voluntarily annex ±.40 acres of property currently located in Unincorporated Flagler County.

This item was heard at the January 9, 2017 City Commission meeting. At this meeting the City Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on January 11, 2017 and January 18, 2017. Flagler County was provided with the required written notice on December 15, 2016.

#### Background:

The applicants David Mathen and Thea Hein-Mathen are the owners of approximately .40 acres of property which is located in unincorporated Flagler County. The property is located at 2950 East Moody Blvd.

The property currently has the Flagler County land use designation of Commercial Low Intensity and the Flagler County zoning designation of C-2.

The property is contiguous to the City on the northern, eastern and western property lines.

At this time, there is a structure on the property. The Mathen's plan to demolish the structure and leave the property vacant until they are ready to develop the property.

The applicant can further explain the nature of this request.

#### Staff Recommendation:

Adopt Ordinance 2017-01 Voluntarily Annexing ±.40 acres of Property Located in Unincorporated Flagler County. -Second Reading.

**City Attorney Review:**

Reviewed and approved.

**Finance Department Review/Recommendation:**

## ORDINANCE 2017-01

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY OWNED BY DAVID K AND THEA M HEIN MATHEN LOCATED CONTIGUOUS TO THE CITY OF BUNNELL IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE CITY OF BUNNELL TO INCLUDE SAID PROPERTY; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF FLAGLER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas**, David K. Mathen and Thea Hein-Mathen are hereby determined to be the owners of the real property described below; and

**Whereas**, David K. Mathen and Thea Hein-Mathen petitioned, pursuant to Section 171.044, *Florida Statutes*, for voluntary annexation of said property into the municipal limits of the City of Bunnell which property totals approximately .40 acres in size and is currently addressed as 2950 East Moody Blvd ; and

**Whereas**, David K and Thea Hein-Mathen are the owners of the property being described by Tax Identification Parcel Number as follows:

<b>Tax Identification Parcel Number</b>	<b>Owner</b>
12-12-30-0650-000B0-0081	David K. Mathen and Thea Hein-Mathen; and

**Whereas**, City staff, on October 6, 2016, have reviewed and recommended approval of the annexation of said properties to the City Commission of the City of Bunnell and has accomplished all actions required under the *Code of Ordinances of the City of Bunnell* and State law; and

**Whereas**, the City Commission, upon the recommendation of City staff and the City Attorney, has determined that all of the property which is proposed to be annexed into the City of Bunnell is within an unincorporated area of Flagler County, is reasonably compact and contiguous to the corporate areas of the City of Bunnell, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave, and it is further determined that the property otherwise fully complies with the requirements of State law; and

**Whereas**, the City Commission of the City of Bunnell, Florida has taken all actions in

accordance with the requirements and procedures mandated by State law; and

**Whereas**, the City Commission of the City of Bunnell, Florida hereby determines that it is to the advantage of the City of Bunnell and in the best interests of the citizens of the City of Bunnell to annex the afore described property; and

**Whereas**, the provisions of Section 166.031(3), *Florida Statutes*, provide that a municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Florida Department of State; and

**Whereas**, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

*Recording.*—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area; and

**Whereas**, the metes and bounds legal description and the map attached hereto Exhibits “A” and “B” shows, describes, and depicts the property which is hereby annexed into the City of Bunnell.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, AS FOLLOWS:**

**Section 1. Legislative and Administrative Findings/Annexation of Properties.**

(a) The recitals set forth above in the “whereas clauses” are hereby adopted as legislative findings of the City Commission of the City of Bunnell.

(b) The property that is the subject of this Ordinance consists of the following parcel of land assigned the Tax Identification Parcel Number set forth above and being specifically described in Exhibits “A” and “B”, said properties being situated in Flagler County, Florida, and said properties are hereby annexed into and are hereby made a part of the City of Bunnell, Florida pursuant to the voluntary annexation provisions of Section 171.044, *Florida Statutes*, and other controlling law.

**Section 2. Effect of Annexation.**

Upon this Ordinance becoming effective, the property owners of the said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City of Bunnell, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Bunnell, Florida and the provisions of said Chapter 171, *Florida Statutes*.

**Section 3. Administrative Actions.**

(a) Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Flagler County (the County Manager), with the Florida Department of

State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b) The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell in an expeditious manner and the map of the City Limits of the City of Bunnell.

(c) The City Manager, or designees, are hereby authorized and directed to legally describe and map the existing City Limits of the City of Bunnell and to take any and all appropriate actions or propose actions to the City Commission as may be authorized in accordance with controlling law.

**Section 4. Conflicts.**

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise to be invalid, unlawful, or unconstitutional.

**Section 6. Codification.**

The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Bunnell by the City Manager, or designee(s), and the City Manager, or designee(s), is/are hereby directed to take any and all appropriate actions relative to the land use planning documents of the City pertaining to the property annexed pursuant to this Ordinance.

**Section 7. Effective Date.**

This Ordinance shall take effect immediately upon passage and adoption.

First Reading: 9<sup>th</sup> day of January 2017.

Second and Final Reading: adopted on this 23<sup>rd</sup> day of January 2017.

**CITY COMMISSION, City of Bunnell, Florida.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Catherine D. Robinson, Mayor

Approved for form and content by:

\_\_\_\_\_ Date \_\_\_\_\_  
Wade Vose, City Attorney

Attest:

\_\_\_\_\_ Date \_\_\_\_\_  
Sandra Bolser, City Clerk

Seal:

**Exhibit "A"**

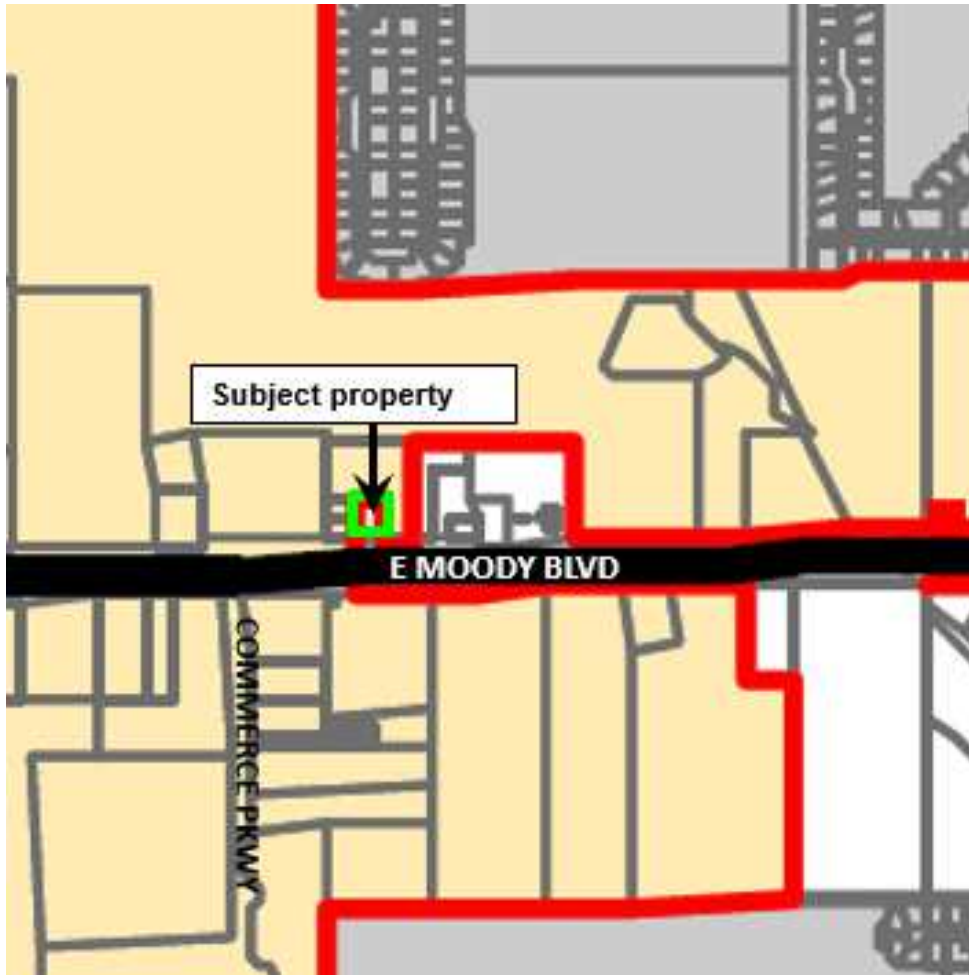
BEING A PORTION OF TRACT 8, BLOCK BUNNELL DEVELOPMENT COMPANY SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND A PORTION OF LOT 3, OF DURRANCES PLAT AS RECORDED IN PLAT BOOK 28, PAGE 52, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A REFERENCE POINT COMMENCE AT THE SOUTHWEST CORNER OF TRACT 8, BLOCK B, BUNNELL DEVELOPMENT COMPANY SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, RUN THENCE N 00°34'17" W ALONG THE SAID WEST LINE FOR A DISTANCE OF 223.43 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 88°55'43" E ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 1150.00 FEET FOR THE POINT OF BEGINNING THENCE CONTINUE N 88°55'43" E ALONG THE SAID NORTH RIGHT-OF-WAY LINE STATE ROAD 100 FOR A DISTANCE OF 121.19 FEET; THENCE N 00°34'17" W FOR A DISTANCE OF 200.00 FEET TO THE SOUTH LINE OF LOT 3, OF DURRANCES PLAT AS RECORDED IN PLAT BOOK 28, PAGE 52, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S 88°55'43" W ALONG THE SAID SOUTH LINE OF LOT 3, DURRANCES PLAT FOR A DISTANCE OF 121.48 FEET; THENCE S. 00°34'17" E FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.557 ACRES MORE OR LESS

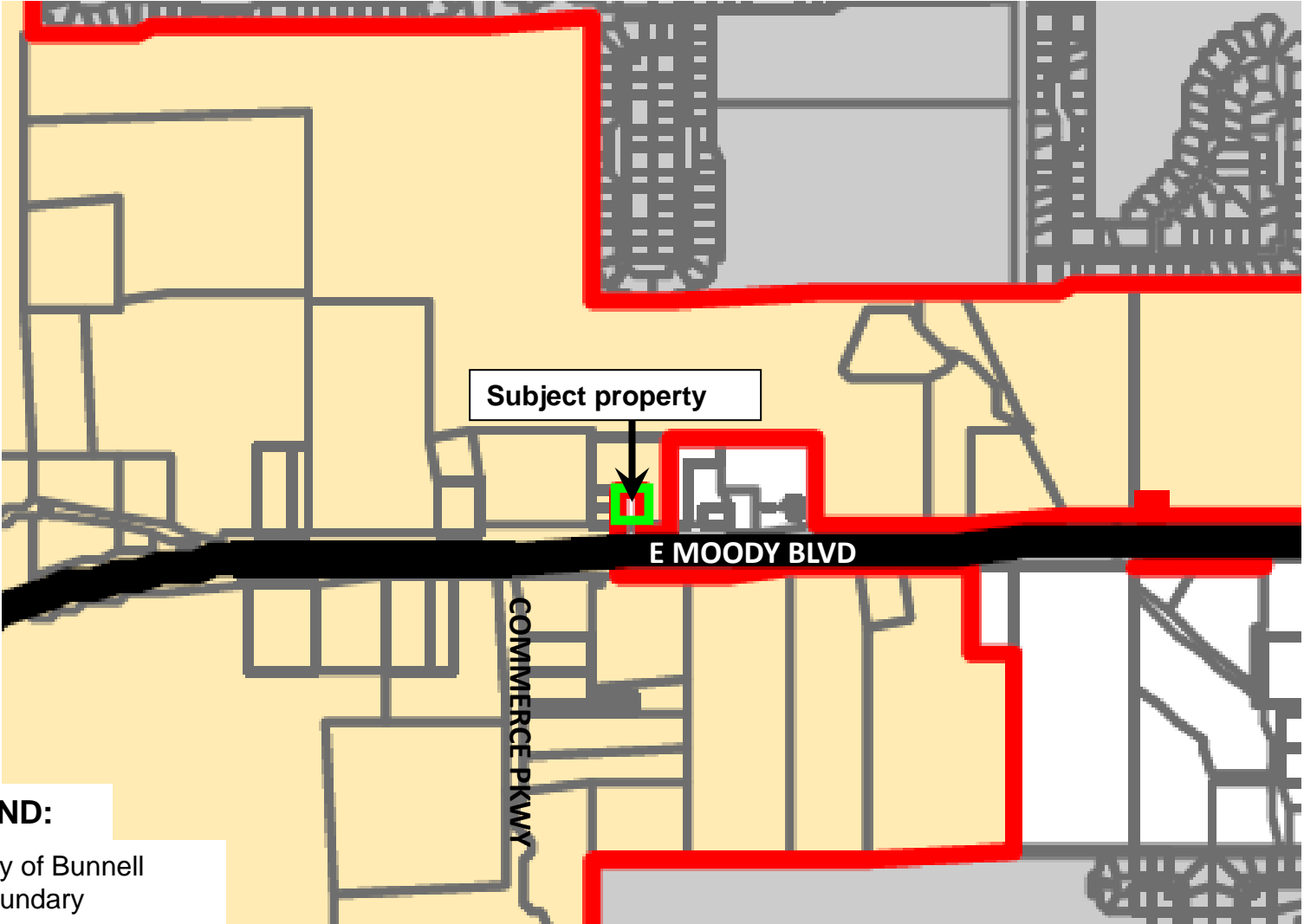
**EXHIBIT "B"**

**LOCATION MAP**





# Mathen E. Moody Blvd. Voluntary Annexation- Location Map



**LEGEND:**

— City of Bunnell  
Boundary



## City of Bunnell, Florida

### Agenda Item No. E.2.

Document Date: 1/9/2017 Amount: N/A  
Department: Attorney Account #: N/A  
Subject: Ordinance 2017-02 Moratorium on Medical Marijuana Dispensaries - Second Reading.  
Agenda Section: Ordinances: (Legislative):

#### ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

#### Summary/Highlights:

Amendment 2 regarding the use of marijuana for debilitating medical conditions passed on the November 8, 2016 election ballot.

This is a request to impose a moratorium on the receipt of applications for and the issuance of any development orders, zoning approvals or building permits for the establishment or operation of medical marijuana related facilities and activities for a maximum period of 1 year.

This item was heard at the January 9, 2017 City Commission meeting. At this meeting the City Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on December 28, 2016 and January 11, 2017.

#### Background:

The City of Bunnell does not currently have definitions or regulations in its Land Development Code for medical marijuana dispensing businesses, medical marijuana treatment centers or any other medical marijuana related facilities or activities.

The City needs time to research the affect this amendment will have on the City and time to act to regulate medical marijuana related facilities and activities within the City while still preserving the public health, safety, and welfare of the citizens of Bunnell.

#### Staff Recommendation:

Adopt Ordinance 2017-02 Moratorium on Medical Marijuana Dispensaries. - Second Reading.

#### City Attorney Review:

Reviewed and approved. Will be working actively with planning staff to formulate appropriate regulations.

**Finance Department Review/Recommendation:**

N/A

## **ORDINANCE 2017-02**

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS AND THE ISSUANCE OF DEVELOPMENT ORDERS, ZONING APPROVALS, AND BUILDING PERMITS FOR MEDICAL MARIJUANA RELATED FACILITIES OR ACTIVITIES; PROVIDING THE DURATION OF THE MORATORIUM; PROVIDING DEFINITIONS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bunnell as provided in Section 166.021(1), Florida Statutes enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

**WHEREAS**, the City of Bunnell regulates the use of land through its Comprehensive Plan and Land Development Code; and

**WHEREAS**, the Use of Marijuana for Debilitating Medical Conditions Initiative, Amendment 2, passed on the November 8, 2016 ballot; and

**WHEREAS**, passage of the Initiative amended the Florida Constitution to authorize “Medical Marijuana Treatment Centers” to cultivate, process, sell, and dispense marijuana products and related supplies to qualifying patients; and

**WHEREAS**, the City of Bunnell does not currently have definitions or regulations in its Bunnell Land Development Code for medical marijuana dispensing businesses, medical marijuana treatment centers or any other medical marijuana related facilities or activities; and

**WHEREAS**, the City Commission has indicated that the City must act to regulate medical marijuana related facilities and activities with the City, in order to preserve the public health, safety, and welfare of the City of Bunnell; and

**WHEREAS**, the professional City planning staff and the City Commission have determined that additional study is needed in regard to the adoption of local regulations governing said activities and to ensure that any local regulations coincide with the State regulations of the same; and

**WHEREAS**, the City Commission hereby determines that to protect, preserve and promote public safety and welfare, a temporary moratorium on the receipt of applications for and the issuance of any development orders, zoning approvals or building permits for the establishment or operation of medical marijuana related facilities or activities is necessary for a limited duration and until regulations are codified in Bunnell Land Development Code to address the concerns referenced above; and

**WHEREAS**, specific authority for this ordinance is provided for in Section 2(b), Article VIII of the Constitution of the State of Florida.

**NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA THAT:**

**Section 1. Legislative Findings and Intent.**

The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the foregoing recitals (whereas clauses).

**Section 2. Definitions.**

*Medical marijuana related facilities and activities* shall include, without limitation, medical marijuana treatment centers, medical marijuana dispensing businesses, medical marijuana cultivation, medical marijuana processing, medical marijuana manufacturing, and any individual or entity authorized to acquire, cultivate, possess, process, sell, transfer, transport, distribute, dispense or administer marijuana, products containing marijuana, related supplies and educational materials to qualified patients or their personal caregivers.

**Section 3. Moratorium Imposed.**

Beginning on the effective date of this ordinance and continuing for a period of 365 days, or sooner if expressly repealed in an ordinance adopted to amend the Bunnell Land Development Code regarding the regulation of medical marijuana related facilities and activities, a moratorium is hereby adopted on the receipt of applications for and the issuance of any development orders, zoning approvals or building permits for the establishment or operation of medical marijuana related facilities and activities within the geographic area of the City of Bunnell now existing or which may be hereafter annexed during the moratorium. The scope and duration of the moratorium shall be subject to modification by subsequent ordinance of the City Commission of the City of Bunnell.

**Section 4. Recommendations For the Bunnell Land Development Code.**

City staff is hereby directed to study, develop and recommend appropriate land development regulations for medical marijuana related facilities and activities.

**Section 5. Conflicts.**

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

**Section 6. Severability.**

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, work or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

**Section 7. Non-codification.**

This Ordinance shall be not be codified in the *Code of Ordinances of the City of Bunnell* or the *Land Development Code of the City of Bunnell*.

**Section 8. Effective Date.**

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 9<sup>th</sup> day of January 2017.

Second Reading: adopted on this 23<sup>rd</sup> day of January 2017.

**CITY COMMISSION, City of Bunnell, Florida.**

By: \_\_\_\_\_  
Catherine D. Robinson, Mayor

Approved for form and content by:

\_\_\_\_\_  
Wade Vose, City Attorney

Attest:

\_\_\_\_\_  
Sandra Bolser, City Clerk

Seal:



## City of Bunnell, Florida

### Agenda Item No. F.1.

Document Date: 1/4/2017 Amount: N/A  
Department: City Manager Account #: N/A  
Subject: Resolution 2017-01 Supporting the City of Flagler Beach's Request for the Florida Department of Transportation to Communicate with the Army Corps of Engineers regarding the Federal Beach Project.  
Agenda Section: Resolutions: (Legislative):

#### ATTACHMENTS:

Description	Type
Proposed Resolution	Resolution

#### Summary/Highlights:

The City of Flagler Beach has requested the City of Bunnell support their request to the Florida Department of Transportation.

#### Background:

#### Staff Recommendation:

Adopt Resolution 2017-01 Supporting the City of Flagler Beach's Request for the Florida Department of Transportation to Communicate with the Army Corps of Engineers regarding the Federal Beach Project.

#### City Attorney Review:

Reviewed and approved.

#### Finance Department Review/Recommendation:

## **RESOLUTION 2017-01**

**A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA, URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO COMMUNICATE WITH THE ARMY CORPS OF ENGINEERS TO ENSURE MEASURES TO PROTECT/REINFORCE STATE ROAD A1A WILL NOT IMPACT THE FEDERAL BEACH PROJECT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 7, 2016, the City of Flagler Beach was impacted by Hurricane Matthew; and

**WHEREAS**, the scenic and historic byway know as State Road A1A in Flagler Beach sustained damage within the Army Corps of Engineers defined “critical area” in need of beach restoration; and

**WHEREAS**, the Florida Department of Transportation is planning construction to reinforce and protect State Road A1A within the City limits of Flagler Beach; and

**WHEREAS**, the Flagler Beach City Commission is urging the Florida Department of Transportation to communicate and share their project plans for the State Road with the Army Corps of Engineers to ensure any protective or restoration measures they implement will not negatively impact the Federal Beach Project; and

**WHEREAS**, alternatives to sea walls exist that will effectively protect State Road A1A without the damaging effects to the environment and our economy; and

**WHEREAS**, the City of Flagler Beach has requested support from the City of Bunnell regarding their request to the Florida Department of Transportation; and

**WHEREAS**, the City of Bunnell wishes to show its support for the City of Flagler Beach’s request to the Florida Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:**

### **SECTION 1. FINDINGS OF FACT.**

The recitals set forth above in the “whereas clauses” are hereby adopted as findings of fact by the City Commission of the City of Bunnell, Florida.

### **SECTION 2.**

The City Commission of the City of Bunnell requests the Florida Department of Transportation halt any current plans for the State Road until Flagler County, the Army Corps of Engineers and the Florida Department of Transportation have established plans that will in no way negatively affect or revoke the Federal Beach Project.



**SECTION 3. CONFLICTS.**

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**SECTION 4. SEVERABILITY.**

If any provisions of the Resolution or the application thereof to any person or circumstance are held invalid, the remainder shall nevertheless be given full force and effect, and to this end the provisions of this Resolution are declared severable.

**SECTION 5. EFFECTIVE DATE.**

This Resolution shall become effective immediately upon its passage and adoption.

**DULY ADOPTED** by the City Commission of the City of Bunnell, Florida, on the 23<sup>rd</sup> day of January 2017.

---

Catherine D. Robinson, Mayor

(Seal)

ATTEST:

---

Sandra Bolser, City Clerk

Approved as to form and legality for use  
and reliance by the City of Bunnell, Florida

---

Wade C. Vose, City Attorney



## City of Bunnell, Florida

### Agenda Item No. H.1.

Document Date: 1/17/2017 Amount: N/A  
Department: City Manager Account #: N/A  
Subject: City Manager's Monthly Report for December 2016  
Agenda Section: New Business:

#### ATTACHMENTS:

Description	Type
City Manager's Monthly Report	Exhibit
Summary Income Statement	Exhibit

#### Summary/Highlights:

In order to facilitate better communication with the Commission, the City Manger is providing a monthly report.

#### Background:

This is the City Manager's monthly report for December 2016.

#### Staff Recommendation:

None. This is a report.

#### City Attorney Review:

#### Finance Department Review/Recommendation:

# City Manager's Monthly Report



Dan Davis  
City Manager

December 2016

## Community Development Department

### Community Development Updates:

- Site Plan approved for MCT Petroleum at 703 N. State St. This is an expansion to their existing building
- Meetings and work on the Bunnell Sidewalk Project with River to Sea TPO

### Special Events review:

- Seventh Day Adventist Concert (cancelled at last minute)
- Housing Authority Annual Christmas Street Party

### Code Enforcement Updates:

- 4 cases closed out for compliance with City codes
- Contact and meetings with DR Horton regarding the Grand Reserve

## Volunteer Fire Department

### December Highlights:

- Submitted the Florida Forest Service grant for reimbursement
- Chief Fraser was selected to continue to serve on the Board of Trustees of the City of Bunnell Volunteer Firefighters Retirement system
- Catered dinner from Olive Garden for the volunteers Christmas party on December 22, 2016. Everyone had a great time!

### Christmas in Bunnell:

- 6 personnel assisted with the event
- Participated in After Action Review

### Miscellaneous:

- Interviewed 2 prospective volunteers and processed 1 new volunteer
- Attended Kiwanis luncheon honoring Kevin Feldman as the Kiwanis Firefighter of the Year



- Attended and presented diploma to Robert Bracewell for successful completion of firefighter's minimum standards through Daytona State College

## Police Department

### Search Warrant:

On December 14<sup>th</sup>, the Bunnell Police Department had the privilege to work with the Federal Trade Commission and served the business owner at 105 S. Anderson St. with a warrant to take away his illegal business. The owner of business conducted telemarketing scams in order to swindle money from citizens. The business was closed down

### Carver Community Center's "Carver Youth"

Bunnell Police Department, Officer Dominic Guida, participated in the second meeting of "at risk" youth and pastors to discuss current issues in policing, while enjoying a slice of pizza.

### Christmas with a Deputy/Cop

December 16<sup>th</sup>, Santa's helper, Officer Scott Bagwell, and his shopping partner enjoy the evening at Target!



### Christmas in Bunnell

The remainder of our staff worked the "Christmas in Bunnell" event, while dodging snowballs.



## Administrative Services Department

### City Clerk:

- Door decorating contest:



First  
Place

Stella  
Gurnee



Second  
Place

Donnie



- Christmas in Bunnell event coordination
- Petition deadline for candidates wishing to qualify for the March 2017 election
- Working with Novus Agenda to get the PZA & Code Board agendas ready for use

### Business Tax Receipts:

- Contacted over 250 businesses who had not renewed their business tax receipt yet. The number of businesses contacted since October is 563
- Finished updating contractor state licensing information

### Human Resources:

- Assisted with the Christmas in Bunnell Event
- Assisted with the Employee Christmas Breakfast
- Sexual Harassment and Supervisor Performance Management Training
- Assisted other departments as needed
- Completed retention records for former volunteer firefighters

### Information Technology

- Disaster Manual / Hurricane Matthew After Action Report – Provided input and staff support on the development these documents
- Developed a SharePoint site for documents to be placed for review by all staff

### Novus Agenda:

- Participated in the further development of this system. Beginning to deploy it for other Boards and Committees

### Christmas in Bunnell:

- Participated in several planning meetings
- Built Santa a new house out of recycled material from the prior Christmas event and the 4th of July float
- Built a framework out of scrap fencing material to create the Character Corner for photos

### Police Department Support:

- Updated all of the Officers' laptops, and completed the installation of Dell Data Protection. Received quotes and input a PR for the next project for them Net Motion
- Completed research for the PD to apply for the annual JAG Grant

### Utility Department Support:

- Met with vendor to workout issues with the new security cameras at the WTP
- Modified the firewall to allow remote access to the camera system
- Completed the security camera installations, relocations and replacements

## Public Works

### Public Works Projects:

- Cleaned storm water canals & ditches
- Repaired pot holes with hot patch
- Repaved the City Complex parking lot with millings
- Painted crosswalks, replaced stop signs and leveled the swale for erosion control at Bunnell Elementary during school break
- Located and repaired leaks at Building 3
- Removed two hazardous trees
- Repaired emergency building damage
- Worked on developing a Hydrant Flushing/Maintenance Program

### Administration:

- The WTP's 20 year SJRWMD Consumptive Use Permit (CUP) submitted in October was reviewed by the district and has been recommended for approval. It will be presented to the SJRWMD Board of Governors in January for final approval and issuance
- Utility Director and Manager attended the SJRWMD Governors Board Meeting on Dec 13<sup>th</sup> to formally accept the REDI-Cost Share Grant awarded to the City in the amount of \$495,000 to expand the reclaim system
- Staff inspected a Vac-Con Truck available for purchase from the City of Palm Coast
- Congratulations to Charles Randy Strickland for passing his FDEP State WWTP Operators Exam and becoming a Certified WWTP Operator holding a Class C License
- Please welcome Loren Boren to the Utility Operations staff. Loren holds a Class B WTP Operators License and is excited to be part of the City of Bunnell family

### Utility Projects:

- Continued to work with General Contractor and Design Engineer on the WTP closeout
- Rebuilt and repaired the storm water drainage system on the west side of the Municipal Complex property. Work included installing drains and repairing the culverts under sidewalks and parking lot



- Upgraded and installed more security cameras at the WTP
- Began planning improvements to the equipment communications (SCADA) at the WTP
- Met with staff on the feasibility of installing an altitude valve with controls at the WTP so reliable higher service pressure can be attained
- Upgraded service line to properties on Forsyth and Court, and installed new smart meters
- Worked with WTP roof manufacturer for roof inspection. Roof warranty was approved to be upgraded from 10 years to a full 20 years of coverage
- Excavated and planned the air-line replacement project at the WWTP

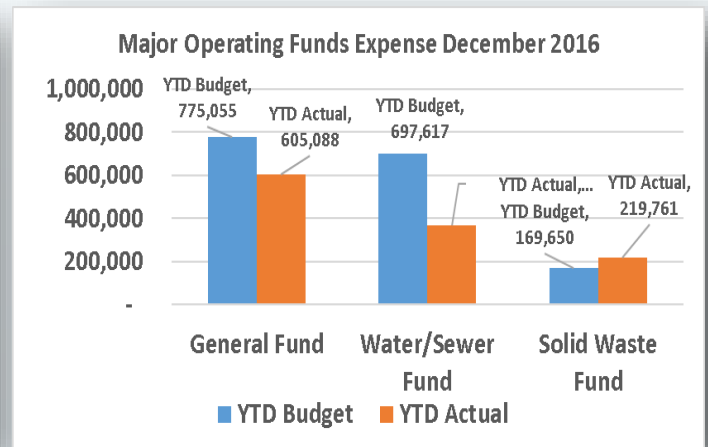
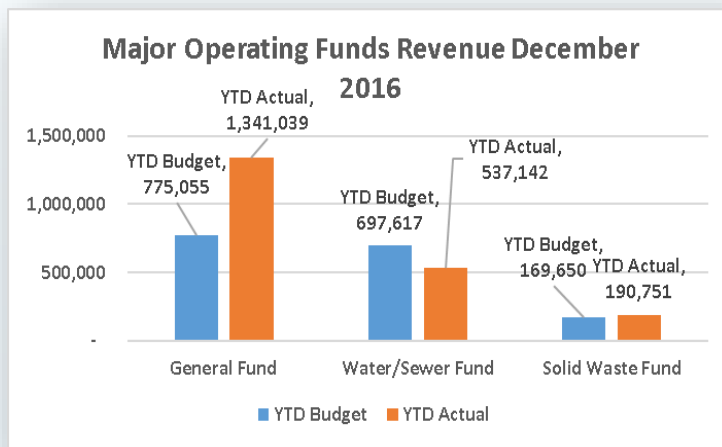


# Finance Focus



## Budget Performance Fiscal Year 2017:

The end of December 2016 completes 25% of the fiscal year. Revenues in the General fund are at anticipated levels for this point in the year. It should be noted that 75% of ad valorem tax revenue is collected in the first quarter of the fiscal year. Therefore, overall revenues reflect greater than 25% of the annual amount. The Water Sewer fund revenue operating revenue is in line with expected levels. However, overall Water and Sewer fund revenues are lagging due to delay in completion of the Water Treatment Plant. The Solid Waste fund operating revenue are slightly higher than anticipated levels.



General Fund salary and benefit costs are higher than expected due to labor expenses associated with Hurricane Matthew. The higher than expected costs are offset by lower than expected capital expenditures for the Commerce Parkway and police vehicles. These expenditure delays are due to the delivery timing of these projects.

Water and Sewer Fund salary and benefit costs are higher than expected due to labor expenses associated with Hurricane Matthew. The higher than expected costs are offset by lower than expected operating and capital expenditures due to the timing of these expenditures.

Solid Waste Fund salary and benefit and contract services are higher than expected due to expenses associated with Hurricane Matthew. The other Solid Waste fund operating expenditures are at expected levels.

The City anticipates FEMA and State reimbursement for 87.5% of Hurricane Matthew expenditures. A budget resolution will be forthcoming to adjust all major funds budgets for this anticipated reimbursement. This will leave a shortfall of 12.5% of the hurricane expenditures or about \$25,000. In an effort to preserve City reserves, we have asked City Departments to closely review their annual budget. If Departments are able to generate sufficient savings in their normal operating budgets, for this shortfall, the balance of unrestricted fund balance reserves should be achieved. See attachment for additional budget performance information.



## Fiscal Year 2016

The close of fiscal year 2016 and audit preparation is in progress. This process will not be finalized until May or June. We anticipated increases to unrestricted reserves in both the General Fund and Water and Sewer Fund. The Solid Waste fund preliminarily shows a slight increase for fiscal year 2016. However, we expected the unrestricted fund balance to still reflect a negative position in this fund.



## We are making Progress:

Finance conducted interviews for the vacant Utility Cashier position. The new team member is expected to start January 9<sup>th</sup>.

Finance staff attended numerous trainings, briefings, and inspections related to the filing FEMA requests for assistance, for the City's Hurricane related costs. Also the Finance coordinated the state funding agreement for Hurricane Matthew public assistance. In addition, inspections were conducted with the City's insurance provider for City buildings damaged by Hurricane Matthew.

The Finance Director attended training on the new federal procurement standards. Finance also assisted with several grant applications and grant monitoring functions during this report period. The Finance Director will serve on the Local Mitigation grant program committee to rank submission for this program for the County and local municipalities.

Finance is assisting the Utility Department on several grant projects. The construction close out of the Water Treatment plant has been delayed due to several issues unresolved items. Finance coordinated the independent inspection of the roof to review. This review noted several deficiencies. The contractor is currently addressing the noted items.

Finance staff continue working toward finalizing the pooled cash project by consolidating bank accounts. The City previously had over 15 accounts which have now been reduced to 6. When the project is finalized the City will only maintain 3 bank accounts.

Preliminary  
Income Statement

For Fiscal: 2016-2017 Period Ending: 12/31/2016

Group Summary

Dept/Id	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 001 - GENERAL FUND</b>					
<b>Revenue</b>					
	2,938,961.00	3,100,221.00	977,795.81	1,341,038.68	1,759,182.32
<b>Revenue Total:</b>	<b>2,938,961.00</b>	<b>3,100,221.00</b>	<b>977,795.81</b>	<b>1,341,038.68</b>	<b>1,759,182.32</b>
<b>Expense</b>					
0511 - Legislative	188,406.00	188,406.00	10,751.82	72,357.44	116,048.56
0512 - Executive	109,648.00	109,648.00	8,177.72	26,785.09	82,862.91
0513 - Administrative Services	231,207.00	231,207.00	22,352.18	74,627.66	156,579.34
0514 - Legal Counsel	84,204.00	84,204.00	7,000.00	14,000.00	70,204.00
0516 - Finance	169,203.00	179,203.00	17,942.52	52,792.57	126,410.43
0517 - Information Technology`	148,826.00	148,826.00	7,336.62	26,182.59	122,643.41
0521 - Law Enforcement	847,353.00	917,753.00	59,984.46	197,816.53	719,936.47
0522 - Fire Control	116,044.00	116,044.00	4,005.67	20,891.15	95,152.85
0524 - Community Development	183,372.00	183,372.00	23,251.02	46,104.53	137,267.47
0541 - Road and Street Facilities	579,581.00	660,441.00	49,646.00	154,403.56	506,037.44
0572 - Parks and Recreation	254,148.00	254,148.00	10,666.69	41,259.28	212,888.72
0590 - Proprietary - other Non-Operating Disbursements	26,969.00	26,969.00	6,742.15	8,730.30	18,238.70
<b>Expense Total:</b>	<b>2,938,961.00</b>	<b>3,100,221.00</b>	<b>227,856.85</b>	<b>735,950.70</b>	<b>2,364,270.30</b>
<b>Fund: 001 - GENERAL FUND</b>	<b>Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>749,938.96</b>	<b>605,087.98</b>
<b>Fund: 201 - General Debt Service Fund</b>					
<b>Revenue</b>					
	67,596.00	67,596.00	5,633.00	16,899.00	50,697.00
<b>Revenue Total:</b>	<b>67,596.00</b>	<b>67,596.00</b>	<b>5,633.00</b>	<b>16,899.00</b>	<b>50,697.00</b>
<b>Expense</b>					
5170 - General Debt Svc	67,596.00	67,596.00	16,648.74	16,648.74	50,947.26
<b>Expense Total:</b>	<b>67,596.00</b>	<b>67,596.00</b>	<b>16,648.74</b>	<b>16,648.74</b>	<b>50,947.26</b>
<b>Fund: 201 - General Debt Service Fund</b>	<b>Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-11,015.74</b>	<b>250.26</b>
<b>Fund: 301 - CAPITAL PROJECTS FUND</b>					
<b>Revenue</b>					
	92,216.00	92,216.00	6,607.19	23,351.80	68,864.20
<b>Revenue Total:</b>	<b>92,216.00</b>	<b>92,216.00</b>	<b>6,607.19</b>	<b>23,351.80</b>	<b>68,864.20</b>
<b>Expense</b>					
0563 - Capital Projects	92,216.00	92,216.00	7,684.67	23,054.01	69,161.99
<b>Expense Total:</b>	<b>92,216.00</b>	<b>92,216.00</b>	<b>7,684.67</b>	<b>23,054.01</b>	<b>69,161.99</b>
<b>Fund: 301 - CAPITAL PROJECTS FUND</b>	<b>Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,077.48</b>	<b>297.79</b>
<b>Fund: 401 - ENTERPRISE FUND</b>					
<b>Revenue</b>					
	2,565,067.00	2,790,467.00	235,252.04	537,142.54	2,253,324.46
<b>Revenue Total:</b>	<b>2,565,067.00</b>	<b>2,790,467.00</b>	<b>235,252.04</b>	<b>537,142.54</b>	<b>2,253,324.46</b>
<b>Expense</b>					
0533 - Water Utility Services	1,236,140.00	1,426,340.00	76,143.64	112,044.19	1,314,295.81
0535 - Sewer / Wastewater Services	1,283,221.00	1,318,421.00	74,799.27	252,875.52	1,065,545.48
0536 - Engineering - Utilities	45,706.00	45,706.00	1,030.50	4,316.41	41,389.59
<b>Expense Total:</b>	<b>2,565,067.00</b>	<b>2,790,467.00</b>	<b>151,973.41</b>	<b>369,236.12</b>	<b>2,421,230.88</b>
<b>Fund: 401 - ENTERPRISE FUND</b>	<b>Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>83,278.63</b>	<b>167,906.42</b>
<b>Fund: 402 - SOLID WASTE</b>					
<b>Revenue</b>					
	678,601.00	678,601.00	65,577.12	190,750.09	487,850.91
<b>Revenue Total:</b>	<b>678,601.00</b>	<b>678,601.00</b>	<b>65,577.12</b>	<b>190,750.09</b>	<b>487,850.91</b>
<b>Expense</b>					
0534 - Garbage / Solid Waste Control Services	678,601.00	678,601.00	150,058.53	219,761.41	458,839.59
<b>Expense Total:</b>	<b>678,601.00</b>	<b>678,601.00</b>	<b>150,058.53</b>	<b>219,761.41</b>	<b>458,839.59</b>
<b>Fund: 402 - SOLID WASTE</b>	<b>Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-84,481.41</b>	<b>-29,011.32</b>

**Income Statement**

**For Fiscal: 2016-2017 Period Ending: 12/31/2016**

<b>Dept/Id</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>MTD Activity</b>	<b>YTD Activity</b>	<b>Budget Remaining</b>
<b>Fund: 502 - Municipal Complex Building Fund</b>					
<b>Revenue</b>					
	110,298.00	110,298.00	9,600.32	28,800.96	81,497.04
<b>Revenue Total:</b>	<b>110,298.00</b>	<b>110,298.00</b>	<b>9,600.32</b>	<b>28,800.96</b>	<b>81,497.04</b>
<b>Expense</b>					
0519 - Municipal Complex	110,298.00	110,298.00	6,026.37	23,044.53	87,253.47
<b>Expense Total:</b>	<b>110,298.00</b>	<b>110,298.00</b>	<b>6,026.37</b>	<b>23,044.53</b>	<b>87,253.47</b>
<b>Fund: 502 - Municipal Complex Building Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>3,573.95</b>	<b>5,756.43</b>	<b>-5,756.43</b>
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>740,216.91</b>	<b>750,287.56</b>	<b>-750,287.56</b>