

**GULF BREEZE CITY COUNCIL
EXECUTIVE MEETING AGENDA**

**NOVEMBER 10, 2015
TUESDAY, 6:30 P.M.
COUNCIL CHAMBERS**

There will be a Workshop at 6:00 p.m., prior to the City Council meeting in regards to investment earnings of Gulf Breeze Financial Services

1. **ROLL CALL**

2. **PROCLAMATIONS AND PRESENTATIONS**

None.

3. **RESOLUTION AND ORDINANCES**

- A. Adoption of Resolution No. 32-15, supporting the Downtown Milton location for the new Santa Rosa County courthouse

4. **ACTION AGENDA ITEMS**

- A. Authorizing the payment of \$7,931 to Utility Service Company for costs incurred providing temporary water service and install a new 3" water main
- B. Awarding a bid to Utility Service Company in the amount of \$40,834.03 to construct swales along South Sunset and install a stormwater pipe underneath Hillcrest Avenue
- C. Authorizing Jehle-Halstead Engineering to determine the feasibility of a northern wetlands discharge stormwater system for the McClure and Shirley Area in the amount of \$4,200 – Stormwater Task Force Recommendation
- D. Approving Amendment NO. 1 to Florida Department of Environmental Protection Agreement NO. S0666 providing a time extension until November 17, 2017
- E. Approving the First Addendum to Agreement for Operation and Management of Tiger Point Golf and Country Club regarding the liquor license
- F. Declaring Dell PowerEdge T320 server from Tiger Point Golf Club as surplus property
- G. Appointing Dedra Thomas as the fifth member of the Police Pension Plan Board of Trustees

5. **NEW ITEMS**

6. **INFORMATION ITEMS**

7. **PUBLIC FORUM**

8. **ADJOURNMENT**

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair. If you are a person with a disability who needs accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact the City Clerk's office at (850) 934-5115 or at 1070 Shoreline Drive, Gulf Breeze at least one (1) week prior to the date of the public hearing.



City of Gulf Breeze

2015 Fiscal Year End Report of the Investments of Gulf Breeze Financial Services

Submitted by Ed Gray, III

November 5, 2015

In April of 2011, the City Council adopted by ordinance an Investment Policy setting forth the scope, objectives, and standards that would be the guidance for increasing the investment yields on liquid funds of city investable funds. This policy was revised in October 2014 to allow for additional asset allocations. Authorization was given for any monies held within the accounts of the City, including those funds held within Gulf Breeze Financial Services, to be invested under the defined parameters within the ordinance.

An investment committee was created to consider proposals from competent investment managers and to select qualified institutions to invest funds as approved by the committee. Once selected, the firms were then directed by the Investments Administrator to create a portfolio in conformance with the Investment Policy. Gulf Breeze Financial Services, during the fiscal year 2012, placed \$8.5 million with investment managers. The firms selected by the committee were Wasmer Schroeder & Co., and Branch Banking and Trust Company (BB&T). At the time of selection, Wasmer was represented by O'Sullivan Creel Wealth Management. Today, the Wasmer representative is FSA Advisors. The selections were based on the manager's investment management qualifications, its representatives being responsive, and the ability to avail the city to lines of credit readily accessible if the need should exist. The Investment Policy as adopted by the City Council was the road map for the managers to utilize in deciding the investment products to purchase. Subsequent to the investment accounts being established, GBFS did access lower cost funding to purchase Tiger Point Country Club at borrowing rates below market and cost effective when compared to liquidating invested funds.

Reports attached reflect the performance of these accounts through the fiscal year end of September 30, 2015. As a total portfolio and using the cost of the securities purchased as the basis, the annualized yield of the blended invested accounts for the most recent fiscal year is 1.45%. When computing the annualized yield inclusive of market value fluctuations the yield is 1.07%. Attached is a schedule entitled Net Investment Earnings that outlines the computation of the performance.

The earnings for the city exceed \$445,000 since the implementation of the policy in October of 2011. As compared to qualifying money market accounts or US Treasury securities with the same liquidity and maturities, the program has generated approximately \$400,000 more, net of fees and any other costs, than alternative investments. One of our investment managers, Dan Kopack, will be available next Tuesday for your questions or added information.

Gentlemen,

Attached are the draft reports for the year ended September 30, 2015. The accounts managed by FSA and BB&T are shown separately and combined. I thought it might be appropriate for me to give you some observations, both good and bad.

Report titled Net Investment Earnings

1. This report is intended to present the accounting version of investment earnings. It takes into account beginning and ending accrued interest as well as the amortization/accretion of bond premium/discount. Fees are then deducted in order to reflect net earnings. Net investment earnings for the combined portfolio for the year amounted to \$129,176. \$104,875 from the FSA portion for a one year net yield of 1.98% and \$24,302. from the BB&T portion or .68%. Those yields are based upon the market value at October 1, 2014. Yield on cost is reflected on the next line of the report.
2. Fees are 33bps for FSA and 44 bps for BB&T
2. Comparison to the estimated yield from a one year Treasury is in the next section, obviously the portfolio is beating that with an acceptable level of risk.
3. Portfolio values at the beginning of the year and the end are reflected in the next section. The increase in the FSA portion is down in comparison to past performance, there is a reason and I will discuss later in the memo. But overall the portfolio has increase in value 5%+ since October 1, 2011.

Report titled Portfolio Composition

1. Reading from left to right, the first section reports the limits as allowed by the IPS and the actual allocation at year end.
2. Market values at year end are reported next. Please note that at September 30th of the \$309,000 FSA had in cash \$233,000 was in the equity account. This represents three months remaining to be invested in dividend paying securities(\$75k/month).
3. The next section is the adjusted cost of your securities. For the bond portion of your portfolio this is the original cost less the amortization of premium or accretion of any discount. Equity securities are carried at cost.
4. The next section is the unrealized gain or loss. Please note the line labeled "Equity funds" and the unrealized loss of \$55,292. If you were to recall the market when through a "correction", loss of 10% or more in value, in the 3rd quarter. Well we got hit as did others. The good news is that the equities have recovered as of yesterday so that the unrealized loss is \$28,500. Text book case for "dollar cost averaging". For GBFS, lower prices mean you are buying more shares for the same dollars plus you are long term investors and should not be overly concerned about temporary market declines.

Please let me know if you have any questions or would like to expand the reports in any way.

Daniel Kopack, Jr., CFP

FSA Investment Group, LLC

Gulf Breeze Financial Services
Portfolio Composition
As of September 30, 2015

	IPS Investment Limitations (Max limits)	Weight based upon Market Value	Market Value					Adjusted Cost			Unrealized Gain/ (Loss)	
			FSA Portfolio	Percent of Portfolio	B, B and T Portfolio	Percent of Portfolio	Combined	FSA Portfolio	B, B and T Portfolio	Combined	FSA Portfolio	B, B and T Portfolio
			Corporate Bonds	15%	11.73%	641,297.86	12.02%	409,170.98	11.30%	1,050,468.84	628,703.12	404,766.29
Municipal Bonds	30%	18.94%	1,206,150.11	22.61%	489,960.12	13.53%	1,696,110.23	1,144,682.41	485,156.18	1,629,838.59	61,467.70	4,803.94
Government Bonds	75%	42.98%	1,908,536.11	35.78%	1,940,207.47	53.58%	3,848,743.58	1,897,424.97	1,931,957.30	3,829,382.27	11,111.14	8,250.17
Mortgage backed Securities	75%	8.93%	799,727.56	14.99%		0.00%	799,727.56	802,782.78		802,782.78	- 3,055.22	-
Equity Funds	25%	5.24%	469,371.73	8.80%		0.00%	469,371.73	524,663.96		524,663.96	- 55,292.23	-
Cash & equivalents		12.19%	309,296.23	5.80%	781,998.70	21.59%	1,091,294.93	309,296.23	781,915.76	1,091,211.99	-	82.94
Totals		100.00%	\$ 5,334,379.60		\$ 3,621,337.27		\$ 8,955,716.87	\$ 5,307,553.47	\$ 3,603,795.53	\$ 8,911,349.00	\$26,826.13	\$ 17,541.74

Gulf Breeze Financial Services
 Net Investment Earnings
 Year Ended September 30, 2015

FSA Investment Group, LLC Portfolio

Cash and Investments - October 1, 2014 (at market)	<u>\$5,287,153.08</u>	
Interest and dividends deposited to date	\$ 142,749.40	
Add: Accrued interest receivable - September 30, 2015	\$ 24,076.80	
Less: Accrued interest receivable - September 30, 2014	(29,554.58)	
Add: Interest sold	12,498.76	
Less: Accrued interest purchased	(3,603.55)	3,417.43
Less: Amortization of bond premium		(24,021.08)
Interest earned	\$ 122,145.75	
Less: Investment management fees	(17,271.09)	
Net Investment Earnings		<u>\$104,874.66</u>
Yield for the period based on market value		<u>1.9836%</u>
Yield for the period based upon cost		<u>2.0147%</u>

B,B and Trust Company Portfolio

	<u>\$3,573,977.90</u>	
	\$ 71,347.40	
	\$ 16,653.01	
	(17,603.87)	
	-	
	\$ (950.86)	
	(30,310.91)	
	\$ 40,085.63	
	(15,783.67)	
		<u>\$24,301.96</u>
		<u>0.6800%</u>
		<u>0.6773%</u>

Combined Portfolio

	<u>\$8,861,130.98</u>	
	\$ 214,096.80	
	\$ 40,729.81	
	\$ (47,158.45)	
	\$ 12,498.76	
	(3,603.55)	\$ 2,466.57
		(54,331.99)
	\$ 162,231.38	
	(33,054.76)	
		<u>\$129,176.62</u>
		<u>1.4578%</u>
		<u>1.4522%</u>

Comparison to investment in Treasuries at October, 2014

One year Treasury in effect on 10/01/14	0.10%		
Earnings based upon investment in one year Treasury	\$5,287.15	\$3,573.98	\$9,747.24
Earnings over one year Treasury	<u>\$99,587.51</u>	<u>\$20,727.98</u>	<u>\$119,429.38</u>
Portfolio Value - September 30, 2014	<u>\$ 5,287,153.08</u>	<u>\$ 3,573,977.90</u>	<u>\$8,861,130.98</u>
Portfolio Value - September 30, 2015	<u>\$ 5,334,379.60</u>	<u>\$ 3,621,337.27</u>	<u>\$8,955,716.87</u>
Increase in value for period	<u>0.893%</u>	<u>1.325%</u>	<u>1.067%</u>
Increase in value since inception - October 1, 2011	<u>6.688%</u>	<u>3.467%</u>	<u>5.361%</u>



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : November 5, 2015

Subject : Resolution 32-15, Supporting Downtown Milton Location for New Santa Rosa County Courthouse

The City of Milton has endorsed and the Santa Rosa County Board of County Commissioners is considering a location in downtown Milton for the new Santa Rosa County Courthouse. Attached please find an aerial photo marking the prospective location. We have also prepared a Resolution for consideration by the City Council supporting this location.

The downtown location as indicated on the aerial is worthy of support for the following reasons:

1. The downtown Milton area is centered to an extent on the existing courthouse. Placement of a new courthouse outside Milton City limits would have a negative impact on the City of Milton's economic base as well as the businesses which are currently located near the courthouse.
2. Existing infrastructure is in place to support the location of the courthouse in the downtown area. The need to expand roads or extend water and sewer lines should be limited with the downtown location. Any extensions or improvements would be shared by Milton rather than a total burden on Santa Rosa County resources.
3. Competing locations for a new courthouse have been a distraction from the larger need for a new courthouse. By focusing attention and support on one downtown location, attention can be shifted to how to fund the new facility.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT RESOLUTION 32-15, ENDORSING THE DOWNTOWN MILTON LOCATION FOR A NEW SANTA ROSA COUNTY COURTHOUSE.



Santa Rosa County

Board of County Commissioners

6495 Caroline Street, Suite M
Milton, Florida 32570

COMMISSION COMMITTEE MEETING

Monday, October 19, 2015 – 9:00 a.m.

Administrative Complex - Board Meeting Room

Economic Development Committee – Lynchard & J. Williamson

No Items.

Administrative Committee – Salter & Lynchard

1. Discussion and review of eight (8) candidates for county administrator position recommended by Florida Association of County Managers (FACM) selection committee.
2. Discussion of City of Milton progress in securing property for construction of judicial center proximate to current courthouse.
3. Discussion of contract with Dr. Kim Landry for Medical Director Services at annual cost of \$82,400 effective November 1, 2015.
4. Discussion of developing non-binding Memorandum of Agreement with Holley-Navarre Water System, Inc. to explore the potential of merging with Navarre Beach Utility System.
5. Discussion of Navarre Beach Area Chamber of Commerce nomination of Judy Morehead, President/CEO to the Local Restore Council.
6. Discussion of use of Navarre Nature Walk Park for the annual Park Concert series sponsored by the Navarre Beach Area Chamber of Commerce from 5:00 p.m. until 9:00 p.m. each of the following Thursdays from May 19, 2016 through September 8, 2016.
7. Discussion of letter to Commanding Officer NAS Whiting Field requesting renewal of easement adjacent to Marty Martin Way due to expire in June 2016.

RESOLUTION 32-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA SUPPORTING THE DOWNTOWN MILTON LOCATION FOR THE NEW SANTA ROSA COUNTY COURTHOUSE AS RECOMMENDED BY THE CITY OF MILTON.

WHEREAS, the Santa Rosa County Courthouse, built in 1927, is no longer sufficient for all the necessary courthouse functions; and

WHEREAS, Santa Rosa County needs a new courthouse; and

WHEREAS, one issue that has been a continuous sources of discussion and analysis is where the new courthouse should be located; and

WHEREAS, the City of Milton created a study group to examine costs, property conditions, and community support. The result of their study found that the best location of the new courthouse would be in Downtown Milton; and

WHEREAS, a presentation was made recently to the Santa Rosa County Board of County Commissioners regarding the location as depicted on the attached aerial photograph; and

WHEREAS, the City of Gulf Breeze supports the conclusion that the new courthouse should be in Downtown Milton.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA:

Section 1: That the City of Gulf Breeze supports the conclusion that the location of the new Santa Rosa County Courthouse should be near its current location as reflected on the attached map.

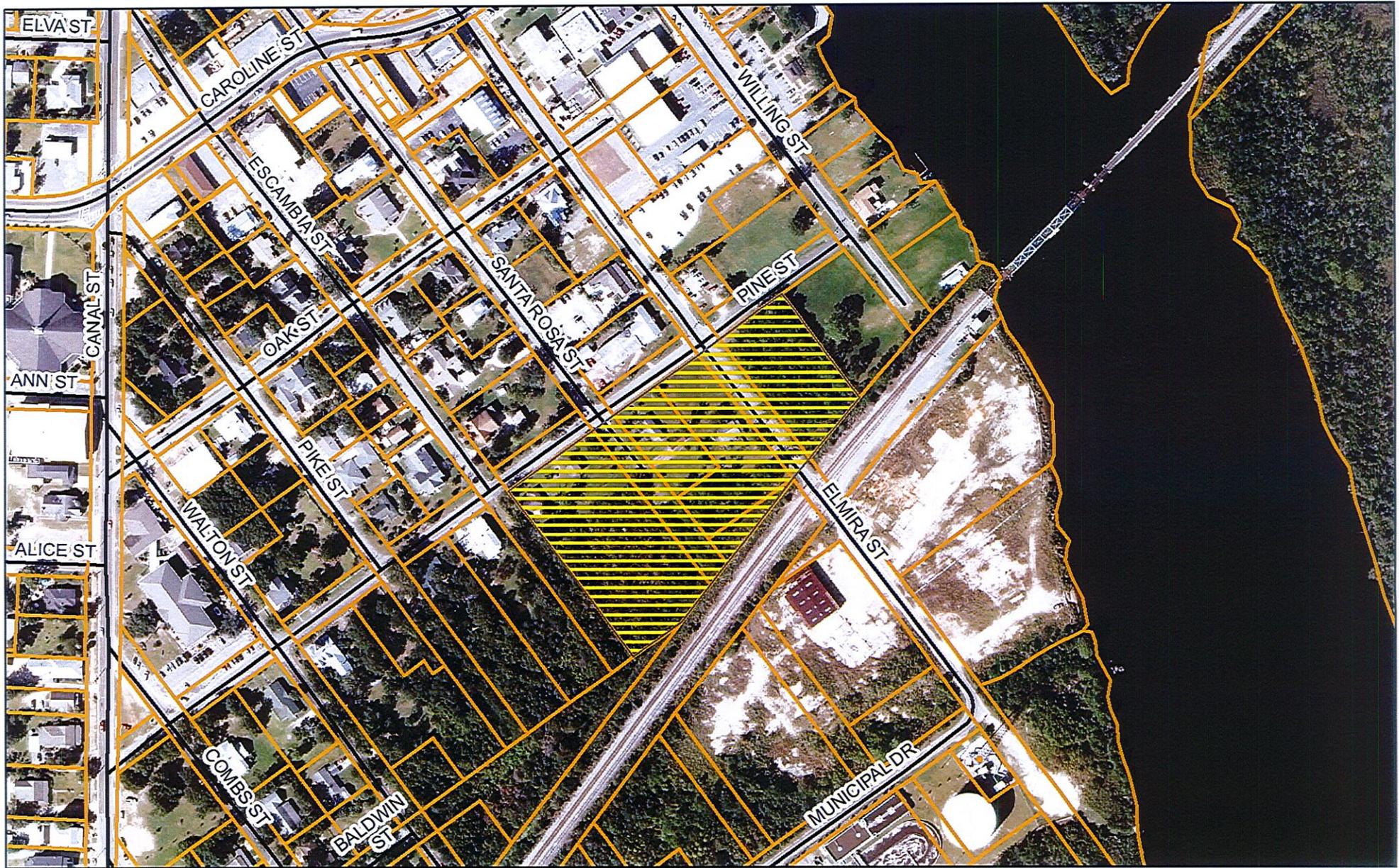
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA, on this _____ day of November, 2015.

CITY OF GULF BREEZE, FLORIDA

ATTEST:

By: _____
Matt E. Dannheisser, Mayor

Leslie A. Guyer, City Clerk or
Stephanie Lucas, City Clerk



Legend

-  Proposed Courthouse Property
-  Property Lines
-  Streets

Downtown Milton Proposed Pine Street Courthouse Location Map



0 100 200 400 Feet





City of Gulf Breeze

DATE: October 29, 2015

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services *V.L.P.*

RE: Gulf Breeze High School 3" Water Main Relocation Invoice from Utility Service Company for \$7,931.25

During the installation of the 30" stormwater pipe in the easement granted by the Santa Rosa School System, the contractor encountered an unanticipated utility conflict with a 3" water main. The water main was directly above the area where the 30" pipe was to be installed and ran parallel with the planned stormwater route.

In order to address the conflict the contractor was required to install a temporary above ground water main since school was in session. Once the 30" storm pipe was installed the contractor reinstalled the 3" water main.

Since this work was unforeseen, the contractor has submitted an invoice for \$7,931.25 for reimbursement as it required the contractor to expend considerable effort and cost in order to resolve the conflict and maintain water service to the school.

Recommendation: City Council authorize the payment of \$7,931.25 to Utility Service Company for costs incurred to provide temporary water service and install a new 3" water main.



UTILITY SERVICE CO.

September 4, 2015

City of Gulf Breeze, Florida
1070 Shoreline Drive
Gulf Breeze, FL. 32561
Attn: Mr. Thomas Lambert, P.E.
RE: Gulf Breeze High School 3" WM Relocation

INVOICE

Item #	Description	Unit	Qty	Unit Price	Extension
1	Install 3" gate valve, temporary 2" service and new 3" PVC with all associated fittings and tracer wire.	LS	1	\$ 7,931.25	\$ 7,931.25
SUBTOTAL					\$ 7,931.25

Thank you for the opportunity.

Payment terms: 30 day net



City of Gulf Breeze

To: Edwin A. Eddy, City Manager

From: Vernon L. Prather, Director of Public Services *V.P.*

Date: November 05, 2015

Subject: South Sunset Swales and Hillcrest Avenue Culvert Construction

The Storm Water Task Force previously identified improvements needed on South Sunset in order to improve the drainage system and provide for a connection to the stormwater pond located in Shoreline Park North.

South Sunset received heavy flooding in April 2014 with water being impounded over a large area from south of Hillcrest Avenue northward including Poinciana, Futura and ultimately Fairpoint. The existing grade directs water to the south toward the Park Pond however the lack of an inlet and culvert pipe on the north side of Hillcrest prevents the efficient transport of stormwater.

We also recently replaced the failing stormwater line inside the park, this work provides final convenience of stormwater from the South Sunset area to the Park Pond.

Work has progressed using City Staff and inmates on cleaning out the swales on the west side of South Sunset. In order to complete the next phase of the project, the City advertised and received sealed bids for grading improvements and the installation of a stormwater inlet and pipe connection underneath Hillcrest Avenue. A map of the proposed improvements is attached.

The bids were opened on August 27, 2015 and are listed below:

BKW Inc., Pensacola Fl	\$74,800
J. Miller Construction, Pensacola, Fl	\$44,946
Roads Inc. of NWF, Cantonment Fl	\$50,701
Utility Service Co. Gulf Breeze Fl	\$40,834

The bids listed above exceeded staff's anticipated cost, so we expanded our field work to determine if a pre-existing culvert pipe was possibly concealed underneath Hillcrest Avenue. After considerable review and utilizing Ground Penetrating Radar we believe that there is no culvert, and we should move forward with the project as designed.

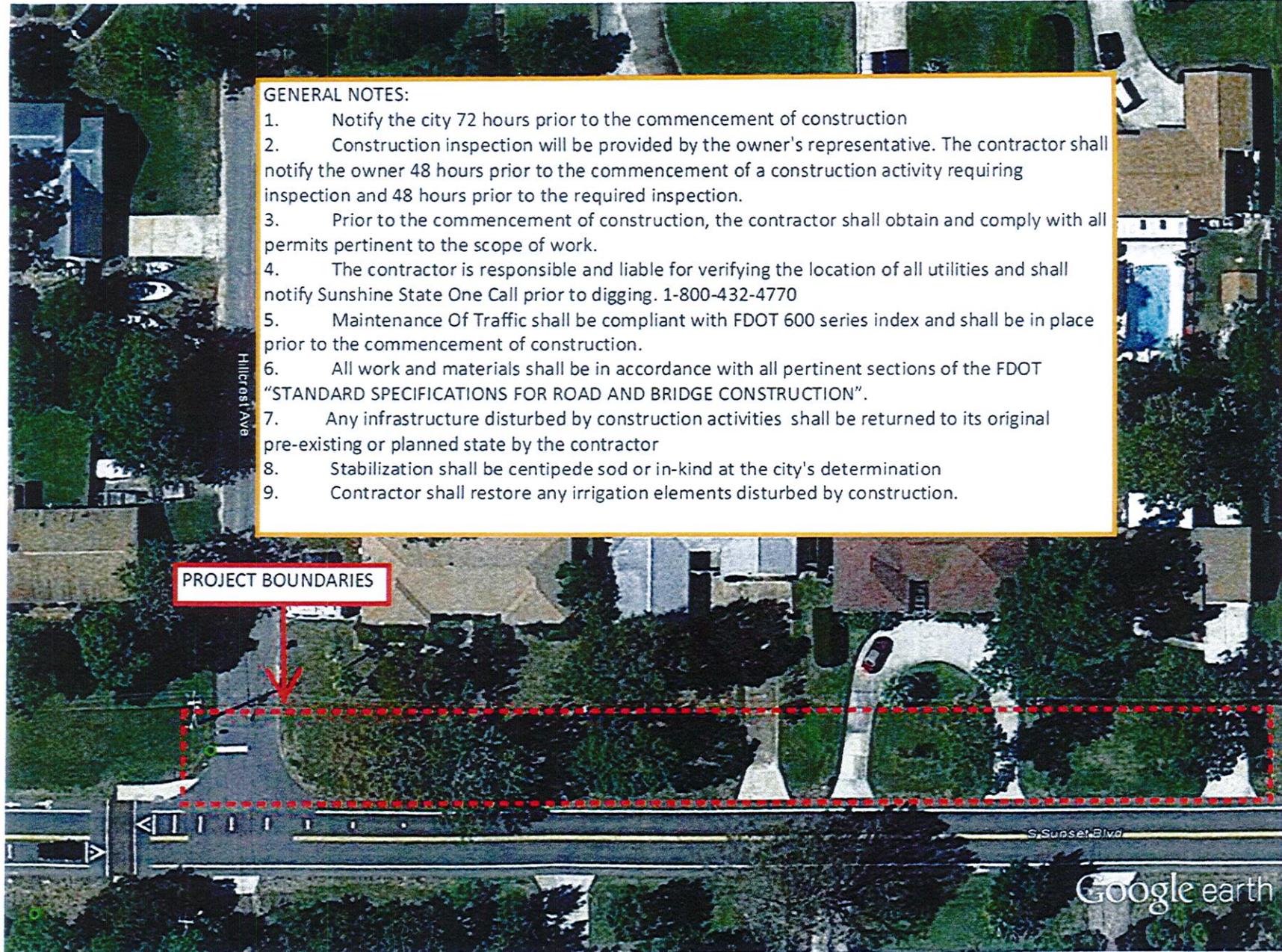
Utility Service Company submitted the low bid of \$40,834 for the South Sunset Swale Project and staff recommends award of bid.

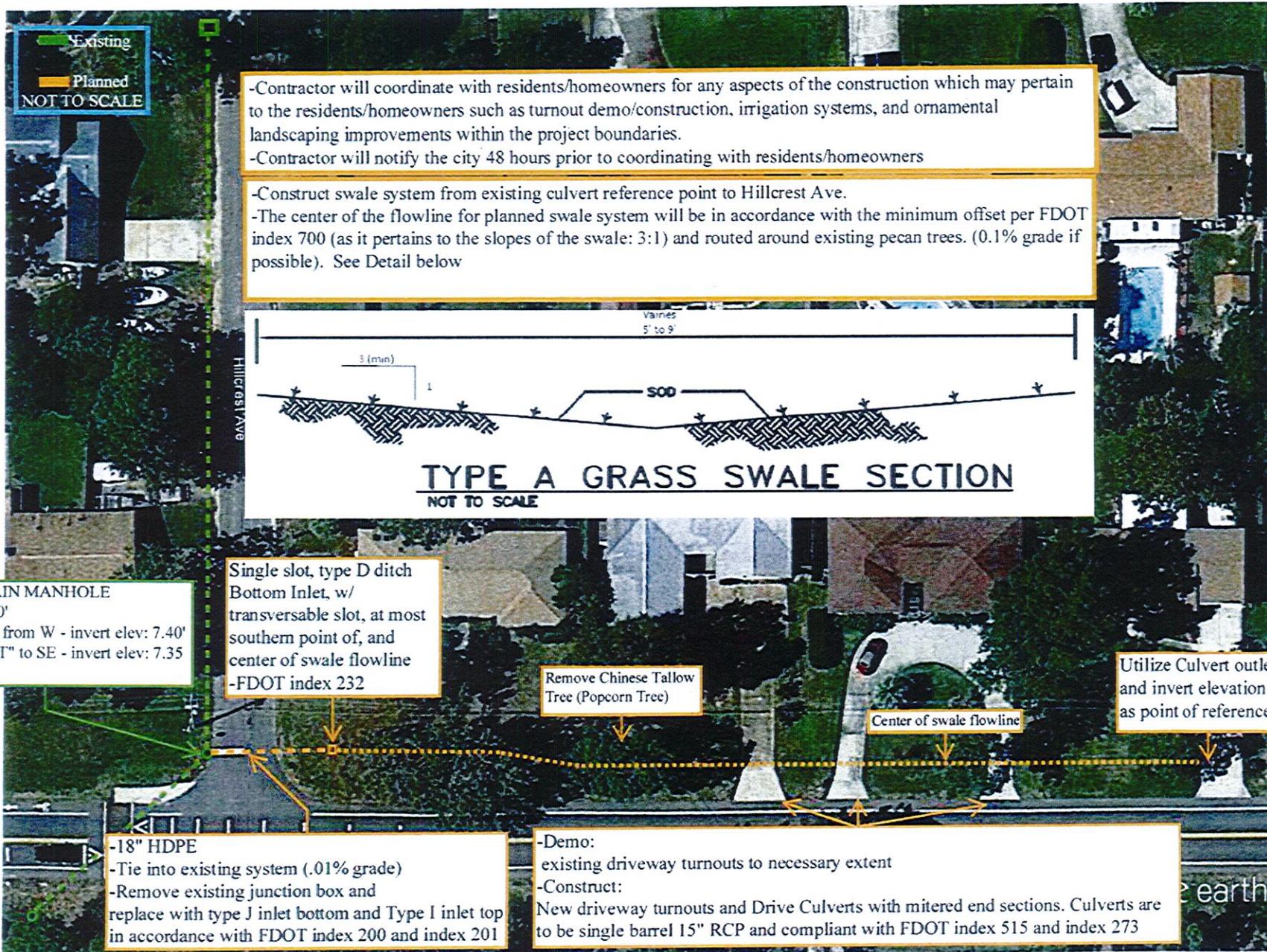
Recommendation: City Council award bid to Utility Services Company in the amount of \$40,834.03 to construct swales along South Sunset and install a stormwater pipe underneath Hillcrest Avenue.

GENERAL NOTES:

1. Notify the city 72 hours prior to the commencement of construction
2. Construction inspection will be provided by the owner's representative. The contractor shall notify the owner 48 hours prior to the commencement of a construction activity requiring inspection and 48 hours prior to the required inspection.
3. Prior to the commencement of construction, the contractor shall obtain and comply with all permits pertinent to the scope of work.
4. The contractor is responsible and liable for verifying the location of all utilities and shall notify Sunshine State One Call prior to digging. 1-800-432-4770
5. Maintenance Of Traffic shall be compliant with FDOT 600 series index and shall be in place prior to the commencement of construction.
6. All work and materials shall be in accordance with all pertinent sections of the FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".
7. Any infrastructure disturbed by construction activities shall be returned to its original pre-existing or planned state by the contractor
8. Stabilization shall be centipede sod or in-kind at the city's determination
9. Contractor shall restore any irrigation elements disturbed by construction.

PROJECT BOUNDARIES





BID TABULATION SHEET - *CAPITAL PROJECT*

August 27 2015

South Sunset Swales

Company	Bid Amount	Mark Winning Bidder
BKW, Inc., 5615 Duval Street, Pensacola, FL 32503	\$74,800.00	
J. Miller Construction, Inc., 8900 Waring Rd., Pensacola, FL 32534	\$44,946.00	
Roads, Inc. of NWF, 106 Stone Blvd, Cantonment, FL 32533	\$50,701.14	
Utility Service Co., 4326 Gulf Breeze Pkwy, Gulf Breeze, FL	\$40,834.03	



City of Gulf Breeze

To: Edwin A. Eddy, City Manager
From: Vernon L. Prather, Director of Public Services *V.L.P.*
Date: November 02, 2015
Subject : Stormwater Task Force Recommendation for
McClure and Shirley

The Storm Water Task Force met on October 27, 2015 and made the following recommendation for the McClure and Shirley area.

Back ground: This area was identified by the Stormwater Task Force as a project to reduce flooding. Area was outfitted with an exfiltration system in 2006, but does not have an outfall. Several Alternatives were developed as follows:

1. Connect McClure and Shirley to Plantation Hill drainage system
2. Connect McClure and Shirley to FDOT drainage system.
3. Connect McClure and Shirley to Hospital Pond
4. Connect McClure and Shirley to wetlands discharge on BayCliffs Road

Alt. #1 Connect McClure and Shirley to Plantation Hill drainage system: This alternative is less desirable as it places an additional burden on the Plantation Hill System. Please note that while improvements have been made on the system, it is still a private system owned by the Home Owners Assoc. In addition, there is insufficient capacity in the Plantation Hill Pond System for treatment. This route is approx. 1350' long.

Alt.#2 Connect McClure and Shirley to FDOT drainage system: The City was recently advised that FDOT would not grant the City a permit in order to connect. Please note that FDOT denied the City's request due to existing drainage/flooding problems on Hwy 98.

Alt #3 Connect McClure and Shirley to Hospital Pond: The Hospital Pond does not contain adequate capacity to receive additional stormwater flows. This route is approx. 3200' long

Alt. #4 Connect McClure and Shirley to wetlands discharge on Bay Cliffs Road: This route is approx. 2000' long and provides positive drainage for McClure and Shirley and also the Bay Cliffs intersection. The estimated cost for a pump station system is \$550,000. Investigation for a gravity system should be explored as well.

Staff obtained a proposal of \$4,200 from Jehle-Halstead Engineering to determine the feasibility for a northern wetlands discharge for the area as shown on the attached map. The drainage study will evaluate various routes and types of drainage systems.

Recommendation: Storm Water Task Force recommends that the City Council authorize \$4,200 to Jehle-Halstead Engineering to determine the feasibility of a northern wetlands discharge stormwater system for the McClure and Shirley area.

October 26, 2015
150067
Via Email

Mr. Vernon Prather
City of Gulf Breeze
1010 Shoreline Drive
Gulf Breeze, Florida 32561

RE: McLane/Shirley Drainage Study

Dear Vernon:

We appreciate the opportunity to present the attached proposal for engineering and surveying services for the referenced project. Our scope of work and fees will include the preparation of a drainage study for the McLane/Shirley Dive area to assess the feasibility of constructing a gravity outfall north through Baycliff Subdivision. We shall study and recommend the best route for this outfall and shall include cost estimates of the more feasible alternatives if more than one exists. We shall use existing data that the City has regarding surveys and as-built plans on existing facilities.

Our fee for this work shall be \$4,200.00.

If the City of Gulf Breeze elects to proceed with the proposed alternative, we will of a separate fee for any specific surveying and engineering services that may be need to implement and permit the project.

Please call if you have any questions or comments. If acceptable, please sign and return.

Sincerely,

Donald P. Jehle

Donald P. Jehle, P.E.
CEO

DPJ/dpj





Wetlands Discharge

Existing Baycliffs System

2000' of 12" Force Main

GB Hospital Line

McClure Stormwater 20HP Duplex Pump Station



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services *V.P.*

DATE: November 3, 2015

RE: Amendment NO. 1 to DEP Grant Agreement NO. S0666

The City entered into an Agreement with DEP on November 17, 2013 for the funding of the City's Stormwater Project. The agreement provides a maximum reimbursable funding of \$1,570,827 for construction of stormwater improvements with the City responsible for any amounts in excess of the grant.

The City experienced widespread flooding in April 2014, which required considerable repairs and recovery efforts. We also redesigned the northern stormwater section from a pump station to a 30" gravity system. These repairs and changes make us unable to complete the project prior to the grant dead line of November 13, 2015.

In order to maintain our agreement with DEP, we need an extension of time in order to complete the planned improvements. We received Amendment Documents from DEP on November 4, 2015 and are attached along with the original signed agreement between DEP and the City.

The proposed Amendment NO. 1 extends the grant period to November 17, 2017 which is sufficient time in which to complete the construction of the approved stormwater improvements.

Recommendation: City Council approve Amendment NO. 1 to DEP Agreement NO. S0666 which provides a time extension November 17, 2017, and authorize the Mayor to sign on behalf of the City.

DEP AGREEMENT NO. S0666
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 17th day of November, 2013, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF GULF BREEZE (hereinafter referred to as the "City") is hereby amended.

WHEREAS, due to circumstances beyond both the City and the Contractor's control, which in this case was a climatic storm event that occurred in April of 2014, delays to the project occurred. This storm event caused serious damage to several sections to the City of Gulf Breeze and diverted activities of the City and the Contractor to other more pressing matters of recover and restoration of damaged areas; and,

WHEREAS, the Agreement end date needs to be extended; and,

WHEREAS, the City has requested an Agreement end date extension; and,

WHEREAS, the Department has agreed to the Agreement end date extension.

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 2 is hereby deleted in its entirety and replaced with the following:
 2. This Agreement was executed on November 17, 2013, and shall remain in effect until November 17, 2017, inclusive. The City shall be eligible for reimbursement for work performed on or after the date of execution through the expiration of this Agreement.
2. Paragraph 7. C. is hereby deleted in its entirety and replaced with the following:
 7. C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the City to allow public access to all documents, papers, letters, or other material made or received by the City in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
3. Paragraph 12 is hereby deleted in its entirety and replaced with the following:
 12. A. The City may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The City 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 City is ultimately responsible for all work to be performed under this Agreement. The City 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 City that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the City shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection 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.

4. Paragraph 26 is hereby deleted in its entirety and replaced with the following:

A. Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum of 10%. Retainage shall be withheld from each payment to City pending satisfactory completion of work and approval of all deliverables.

B. Department reserves the right to withhold payment of retainage for City's failure to respond to or correct identified deficiencies within the timeframe stipulated in **Attachment A-1, Revised Grant Work Plan**. Department shall provide written notification to City of identified deficiencies and Department's intent to withhold retainage. City's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by City.

C. If City fails to perform the requested work, or fails to perform the work in a satisfactory manner, City shall forfeit its right to payment for the work and the retainage called for under the entire **Attachment A-1, Revised Grant Work Plan**. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.

D. No retainage shall be released or paid for uncompleted work while this Agreement is suspended.

E. Except as otherwise provided above, City shall be paid the retainage associated with the work, provided City has completed the work and submits an invoice for retainage held, in accordance with paragraph 3.

5. Paragraph 27 is hereby added:

27. 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.

-- Attachment A, Grant Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1, Revised Grant Work Plan**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A shall hereinafter refer to **Attachment A-1, Revised Grant Work Plan**.

-- Attachment C, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment C-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment C shall hereinafter refer to **Attachment C-1, Revised Special Audit Requirements**.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF GULF BREEZE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
*Title: Mayor Matt Dannheisser

By: _____
Secretary or Designee

Date: _____

Date: _____

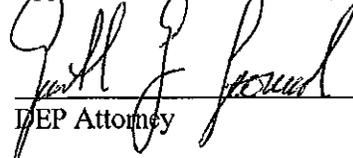


Pearce Barrett, DEP Grant Manager



DEP Grants Administrator

Approved as to form and legality:



DEP Attorney

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

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	A-1	Revised Grant Work Plan (7 Pages)
Attachment	C-1	Revised Special Audit Requirements (5 pages)

ATTACHMENT A-1

REVISED GRANT WORK PLAN

Project Name: Construction of the City of Gulf Breeze Stormwater System Improvements within the City of Gulf Breeze in Santa Rosa County, Florida (Project)

This Revised Grant Work Plan (Plan) outlines specific tasks that shall be performed by the City of Gulf Breeze (City), a timeline for completion of the tasks, and the maximum compensation amount for each task under Florida Department of Environmental Protection (DEP) Agreement No. S0666 (Agreement). The City shall provide copies of all communications regarding these tasks to the DEP Grant Manager during and throughout the Agreement.

Tasks

1. Preparation of Bid Documents

The City or its Consultant will prepare the bid documents (plans, technical and administrative specifications), advertise and issue the bid for the construction of stormwater system improvements within the City limits of Gulf Breeze in Santa Rosa County, Florida.

Task 1 Deliverable: City shall provide the DEP Grant Manager a complete set of bid documents signed and sealed by a Florida licensed Professional Engineer and a copy of the public notice of advertisement of the bid.

Task 1 Cost to DEP: \$0.00

2. Pre-Bid Meeting

The City Project Manager or its consultant will make arrangements (facilities) for, attend and record minutes for, one (1) pre-bid meeting to review the bid documents and project site with prospective bidders.

Task 2 Deliverable: Recorded attendance at the meeting and provide the DEP Grant Manager with a copy of the recorded minutes.

Task 2 Cost to DEP: \$0.00

3. Inquiries, Questions Comments pertaining to Bid Documents

The City shall provide the DEP Grant Manager with copies of all inquiries, questions, and comments pertaining to the bid documents presented by prospective bidders and the City's response to same. Copies of all addenda issued by the City in response to inquiries, questions and comments shall also be provided to the DEP Grant Manager.

Task 3 Deliverable: Copies of all inquiries, questions and comments regarding the bid documents and copies of all addenda issued by the City regarding the bid.

Task 3 Cost to DEP: \$0.00

4. Receipt of Bids: The City shall designate a time, date and place to receive and publically open the bids. The City shall verify all bids as to responsiveness, completeness and accuracy, review the bids and make an award to the lowest responsive, responsible bidder.

Task 4 Deliverable: The City shall provide the DEP Grant Manager with copies of all bids received and a copy of the executed contract, which is the City's notice of intent to award contract.

Task 4 Cost to DEP: \$0.00

5. Pre-Construction Meeting

The City Project Manager will make arrangements (facilities) for and attend one (1) pre-construction meeting with DEP Grant Manager, City's engineering consultant and contractor's representatives to review Contract General and Special Conditions, frequency of coordination and progress meetings, procedures for submittals, procedures for Change Orders and Pay Requests, contractor's maintenance of traffic (MOT) and erosion control plans, Environmental Permits and other matters listed on an agenda to be prepared by City's Project Manager prior to the meeting and a copy furnished to the DEP Grant Manager for review prior to general distribution. The City's Project Manager will complete a checklist of all matters discussed. The City Project Manager will record the meeting and provide a copy of the recording to the DEP Grant Manager. The City Project Manager will summarize the minutes of the meeting and distribute to all members in attendance at the meeting.

Task 5 Deliverable: Recorded attendance at the meeting and a copy of any notes or questions recorded during the meeting.

Task 5 Cost to DEP: \$0.00

6. Construction

Construction of the facility shall be completed in accordance with the approved bid document, the plans, designs and permits for the Project.

Task 6 Deliverable: The City shall provide to the DEP Grant Manager all plans, designs, contract with the construction contractor, issued permits, and change order(s) as evidence of construction of the Project in compliance with the final plans and specifications and any subsequent change orders to those plans and specifications.

Task 6 Performance Measure: The DEP Grant Manager shall review the Task 6 Deliverable documents and perform on-site monitoring to ensure that the Task 6 Deliverable is deemed satisfactory by DEP. The City shall be notified by the DEP Grant Manager of any deficiencies in the Task 6 Deliverable and shall be given reasonable opportunity to provide a revised Task 6 Deliverable.

Upon review and written acceptance by the DEP Grant Manager of Task 6 Deliverable documents, the City may proceed with invoicing for Task #6.

Task 6 Cost to DEP: Maximum of \$1,570,827.00

7. On-Site Construction Project Representation

The City or its consultant will be responsible for observing, inspecting, verifying, recording, and calculating the work of the construction contractor and/or subcontractors on a routine basis sufficient to document the items as follows:

- a. all quantities of work, labor and materials furnished on site and included in requests for pay items;
- b. conformance with sediment and erosion control plans (City shall notify the DEP Grant Manager of any deficiencies observed);
- c. document the number and skill types of the construction contractor's workers on site;
- d. list the number and types of pieces of equipment being utilized on the site;
- e. document idle time for equipment on site;

- f. document the type and location of work being done and by which contractor or subcontractor on a daily basis;
- g. document compliance with City Development Order and Building Permit, DEP and US Army Corps of Engineers permit conditions;
- h. observe utility relocation operations and excavated material(s) removed, fill materials brought onto the site, verify quantities and final disposal of material removed from the site;
- i. document weather conditions encountered each day of construction (e.g. temperature, precipitation, excessive winds, etc.);
- j. document hours on-site by each contractor and subcontractor;
- k. document any significant events or accidents that occur (including obtaining police reports, identifying people and equipment involved, and describing the extent of any injuries or noting if there were any deaths);
- l. verify with the construction contractor that any effected utilities companies have been notified in accordance with specifications when work required to be inspected by a Utilities inspector is to be performed; and,
- m. inspect all plant material delivered to the site and determine that plant materials have been properly handled, packed, transported and/or stored and meet proper conditions of the project specifications. Any plants not meeting specifications will be rejected. The City's site representative will assure that rejected plants are replaced by the contractor. The City's site representative will document in the daily log the number and type of plants rejected, the reason for rejection, and if the plants are replaced by the contractor.

The City shall keep site records in accordance with FDOT Daily Report of Maintenance Report Form 375-020-1 or other suitable document agreed upon by both the City and the DEP Grant Manager. Daily Reports will be sequentially numbered and dated with the start and ending date clearly shown. Daily Reports will be maintained and available for review by DEP personnel.

Task 7 Deliverable:

The City shall submit electronic copies of the Daily Reports for each week that Project construction is occurring to the DEP Grant Manager by 12:00 P.M. CT on the Tuesday of each following week in an approved format..

Task 7 Performance Measure: The DEP Grant Manager shall review the Task 7 Deliverable documents to ensure that the Task 7 Deliverable is deemed satisfactory by DEP. The City shall be notified by the DEP Grant Manager of any deficiencies in the Task 7 Deliverable and shall be given reasonable opportunity to provide a revised Task 7 Deliverable.

Task 7 Cost to DEP: \$0.00

8. Progress Meetings

The City will schedule progress meetings at significant construction milestones or as needed, but no less than once a month with the DEP Grant Manager, design engineer and construction contractor's project foreman. Progress meetings will cover, at a minimum, work progress to date, the project schedule, and significant milestones. The City shall keep detailed notes of each meeting and furnish electronic copies to all attendees and to the DEP Grant Manager by 12:00 P.M. CT on the Tuesday following each progress meeting. The schedule of dates for the meetings shall be forwarded to the DEP Grant Manager and updated as necessary. Any discrepancies, unresolved issues or disagreements raised by any party at the meeting or regarding the contents of weekly summaries will be reviewed with the DEP Grant Manager. Final resolution shall be the responsibility of the City.

Task 8 Deliverable: The City shall provide to the DEP Grant Manager electronic copies of the City's notes from Progress Meetings.

Task 8 Performance Measure: The DEP Grant Manager shall review the Task 8 Deliverable documents to ensure that the Task 8 Deliverable is deemed satisfactory by DEP. The City shall be notified by the DEP Grant Manager of any deficiencies in the Task 8 Deliverable and shall be given reasonable opportunity to provide a revised Task 8 Deliverable.

Task 8 Cost to DEP: \$0.00

9. Monthly Review of Contractor's Pay Requests

The City will schedule one (1) monthly meeting (this meeting may coincide with the progress meeting) during each month of construction prior to the construction contractor's submission of a monthly pay request. The City will schedule a meeting with the DEP Grant Manager, and construction contractor to review the estimated pay request and verify all quantities for payment from the City's project field records. The DEP Grant Manager will be notified at least ten (10) working days prior to the date and time for which each meeting is scheduled. Any disputes or discrepancies between requested amounts and observed amounts will be reported to the DEP Grant Manager within 24 hours of the monthly meeting. Pay request(s) approved by the City shall be forwarded with meeting notes to the DEP Grant Manager within three (3) working days of the City's receipt of the construction contractor's pay request(s), for final review, approval, and payment.

Task 9 Deliverable: The City shall provide to the DEP Grant Manager all approved pay request(s) and meeting notes submitted by the construction contractor.

Task 9 Performance Measure: The DEP Grant Manager shall review the Task 9 Deliverable documents to ensure that the Task 9 Deliverable is deemed satisfactory by DEP. The City shall be notified by the DEP Grant Manager of any deficiencies in the Task 9 Deliverable and shall be given reasonable opportunity to provide a revised Task 9 Deliverable.

Task 9 Cost to DEP: \$0.00

10. Review of Construction Testing

The City or its consultant shall observe and verify all testing performed in relation to this Project as set forth in the technical specifications prepared by the City's Consulting Engineer. It shall also review and approve all mix designs required and physical review of the asphalt plant(s) proposed for supply of all asphaltic materials to be furnished on this Project. When necessary, the City shall request the construction contractor to perform additional testing in order to verify that the end product will meet the technical specifications prepared by the City's Consulting Engineer.

Task 10 Deliverable: The City shall provide to the DEP Grant Manager copies off testing observation notes, and all verified testing results, the City's approval of mix designs, and notes from inspection of asphalt plant(s) proposed for furnishing asphaltic materials on this Project.

Task 10 Performance Measure: The DEP Grant Manager shall review the Task 10 Deliverable documents to ensure that the Task 10 Deliverable is deemed satisfactory by DEP. The City shall be notified by the DEP Grant Manager of any deficiencies in the Task 10 Deliverable and shall be given reasonable opportunity to provide a revised Task 10 Deliverable.

Task 10 Cost to DEP: \$0.00

11. Certification of Substantial Completion: The City will coordinate with the DEP Grant Manager to schedule the field review of the construction contractor's work to prepare a certification of substantial completion. The City

shall review the construction contractor's proposed "punch list" to determine which payment items are not complete, do not meet project specifications, or are in need of repair or replacement. The City may, if necessary, add to the proposed "punch list" and review it with the DEP Grant Manager. The final "punch list" shall be presented to, and reviewed with, the construction contractor to obtain consensus on work remaining to be done. Any disagreements regarding the final "punch list" will be brought to the attention of the DEP Grant Manager. Resolution of any disagreements with the construction contractor pertaining to the final "punch list" shall be the responsibility of the City. A certification of substantial completion will be prepared by the City, signed and dated in accordance with the Project's construction contract. A copy of the executed substantial completion shall be submitted to the DEP Grant Manager.

Task 11 Deliverable: The City shall provide to the DEP Grant Manager copies of the proposed and final agreed upon "Punch List" and Certificate of Substantial Completion.

Task 11 Performance Measure: The DEP Grant Manager shall review the Task 11 Deliverable documents to ensure that the Task 11 Deliverable is deemed satisfactory by DEP. The City shall be notified by the DEP Grant Manager of any deficiencies in the Task 11 Deliverable and shall be given reasonable opportunity to provide a revised Task 11 Deliverable.

Task 11 Cost to DEP: \$0.00

12. **Final Certification:** The City will schedule, in coordination with the DEP Grant Manager and the construction contractor, a final inspection of the Project within thirty (30) days of submission of the final agreed upon "punch list" to the construction contractor's contract manager unless an extension is approved in writing by the City Project Manager. The City will prepare documentation in accordance with the Project specifications that the work has been completed in general accordance with the contract documents.

Task 12 Deliverable: The City shall provide to the DEP Grant Manager all documentation addressing all punch list item resolutions and City's Final Certification of Completion of Construction.

Task 12 Performance Measure: The DEP Grant Manager shall review the Task 12 Deliverable documents to ensure that the Task 12 Deliverable is deemed satisfactory by DEP. The City shall be notified by the DEP Grant Manager of any deficiencies in the Task 12 Deliverable and shall be given reasonable opportunity to provide a revised Task 12 Deliverable.

Task 12 Cost to DEP: \$0.00

13. **Verification of Construction Contractor's "As-built" Drawings:** Upon construction completion, the City shall review the construction contractor's "As-built" drawings for completeness and accuracy. A copy of the City's verification and the final "As-built" drawings shall be sent to the DEP Grant Manager within ten (10) working days of receiving them from the construction contractor.

Task 13 Deliverable: The City shall provide to the DEP Grant Manager the City's verification together with a copy of the final "As-built" drawings.

Task 13 Performance Measure: The DEP Grant Manager shall review the Task 13 Deliverable documents to ensure that the Task 13 Deliverable is deemed satisfactory by DEP. The City shall be notified by the DEP Grant Manager of any deficiencies in the Task 13 Deliverable and shall be given reasonable opportunity to provide a revised Task 13 Deliverable.

Task 13 Cost to DEP: \$0.00

14. **Community Liaison:** The City will designate a primary point of contact for any comments, inquiries or complaints concerning the Project made by residents, business owners or visitors to the site. The City will document all comments, inquiries or complaints, whether verbal or in writing, regarding the Project, as well as any response or actions taken by the City. The City will forward such documentation to the DEP Grant Manager. The City will address all comments, inquiries or complaints through the City's designated point of contact.

Task 14 Deliverable: The City shall provide to the DEP Grant Manager a summary of comments, inquiries and complaints received by the City and documentation of the City's responses to all comments, inquiries and complaints.

Task 14 Performance Measure: The DEP Grant Manager shall review the Task 14 Deliverable documents to ensure that the Task 14 Deliverable is deemed satisfactory by DEP. The City shall be notified by the DEP Grant Manager of any deficiencies in the Task 14 Deliverable and shall be given reasonable opportunity to provide a revised Task 14 Deliverable.

Task 14 Cost to DEP: \$0.00

Responsibilities of the DEP:

The DEP will provide and/or support the City during the term of the Agreement as follows:

1. The DEP Grant Manager shall review the City's contract documents and provide any comments within ten (10) working days of receipt.
2. **Reviews of results and requests:** The DEP Grant Manager will promptly review all test results, all construction contractor's pay requests and the City's payments to the construction contractor and project communications. The DEP Grant Manager will communicate with the City Project Manager in order to resolve any issues arising in regard to the City's or construction contractor's performance. Any discrepancies, unresolved issues or disagreements will be reviewed with the DEP Grant Manager. The final resolution will be made by the City Project Manager.
3. **Revisions to Contract Plans:** The DEP Grant Manager will review any proposal for changes to the contract plans, discuss with the appropriate parties, and notify the City Project Manager in writing of any comments to these changes.
4. **Certification of Substantial Completion:** The DEP Grant Manager will accompany the City during the review of work completed and the making of a determination of substantial completion. The DEP Grant Manager will review the punch list prepared by the City and provide comment if necessary to the City Project Manager.
5. **Final Certification of Completion:** The DEP Grant Manager will accompany the City Project Manager in a final review of the project. The DEP Grant Manager will review the final certification upon receipt from the City and process for final payment to the City for services provided under this Agreement.
6. **Community Liaison:** The DEP Grant Manager will assist the City, if requested, in responding to citizen comments, inquiries and complaints received during the period of construction.

Schedule:

<u>Task</u>	<u>Description</u>	<u>Schedule</u>
1.	Preparation of Bid Documents	Within 30 days of execution of the Agreement
2.	Pre-Bid Meeting	Within 10 working days after the release of the bid by the City
3.	Inquiries, Questions, & Comments Pertaining to Documents	Upon issuance to prospective bidders
4.	Receipt of Bids	March 27, 2014
5.	Pre-construction Meeting	Within 30 working days of contract award
6.	Construction	Completed within 730 days of execution of Amendment No. 1 to the Agreement
7.	On-site construction representation (Includes Daily Reports)	Shall commence upon the start of construction and continue until completion of construction [approximately 24 months]; (Daily Reports submitted by noon of every Tuesday following each week construction is occurring until construction is completed)
8.	Progress Meetings	At major milestones or as needed but no less than once a month
9.	Monthly Review of Contractor's Pay Requests	Monthly prior to submission of contractor's monthly pay request, which is submitted to DEP within 3 days of receipt by the City
10.	Review of Construction Testing	As required by specifications
11.	City's Certification of Completion of Construction	10 days after verifying "punch list"
12.	City's Final Certification of Completion of Construction	30 days after City's Final Certification of Completion of Construction
13.	Verification of "As-built" Drawings	10 working days after receipt of "As-built" drawings from contractor
14.	Community Liaison	At the monthly Progress meetings

Reimbursement Requests:

Upon the DEP Grant Manager's review and approval of the following: 1) City's Final Certification of Completion of Construction, 2) proof of the City's payment to the Construction Contractor, and 3) documentation of the City's receipt of release of all liens placed upon the Project by the Construction Contractor, subcontractors and material suppliers, the City shall submit and request reimbursement from DEP for authorized construction costs. The amount of reimbursement from DEP for construction costs shall not exceed \$1,570,827.00.

ATTACHMENT C - 1

REVISED 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 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/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.

1. In the event that the recipient expends \$500,000 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. 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. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, 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.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 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, 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 <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 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 \$500,000 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 \$500,000 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.state.fl.us/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 required by PART I of this Attachment shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, 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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, 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/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, 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

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

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

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, 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, 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:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
MX105	1744A GAA 2012 – 2013 Special Appropriation	2013	37.082	Storm water Projects (MOEX)/Deepwater Horizon Oil Spill	\$1,570,827.00	080019

Total Award					\$1,570,827.00	
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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) [<http://12.46.245.173/cfda/cfda.html>] 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.



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

November 20, 2013

Thomas E. Lambert, PE
Assistant Director of Public Services
City of Gulf Breeze
1070 Shoreline Dr.
Gulf Breeze, FL 32562

Re: Gulf Breeze Stormwater Project
FDEP Contract # S0666

Dear Mr. Lambert,

Enclosed is the City's copy of the executed agreement between the DEP and City of Gulf Breeze for funding of the City's stormwater project. Please note the effective date of the agreement is November 17, 2013.

As the City proceeds with the work under this agreement please make sure that all deliverables stated under each task listed in Attachment A are properly followed and furnished to the Department so that reimbursement can be promptly made to the City. Also, keep us informed as to when the City plans to advertise for bids as set forth in Task Number 2 of Attachment A. We look forward to working with the City's staff and it's consultant and the completion of the Stormwater Facility.

Should you have any questions please don't hesitate to contact me.

Sincerely,
Florida Department of Environmental Protection

Pearce L. Barrett III, PE
NRDA Project Coordinator

CC: Ruth Heggan, FDEP
Janet Parramore, FDEP

GRANT AGREEMENT

THIS AGREEMENT is entered into 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 GULF BREEZE, whose address is City Hall, Public Works Department, P.O. Box 640, Gulf Breeze, Florida 32562-0640 (hereinafter referred to as "City"), a local government, to provide financial assistance for the construction of a Stormwater Management Facility.

In consideration of the mutual benefits to be derived herefrom, the Department and the City do hereby agree as follows:

1. The City does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twenty-four (24) months, inclusive. The City shall be eligible for reimbursement for work performed on or after the date of execution through the expiration of this Agreement.
3.
 - A. As consideration for the satisfactory completion of services rendered by the City under the terms of this Agreement, the Department shall pay the City on a cost reimbursement basis up to a maximum of \$1,570,827.00. The City hereby agrees to pay for all costs of completing the construction of the Stormwater Management Facility (Project), which are in excess of the funding provided under this Agreement, inclusive of any changes or amendments to the Project scope and any authorized elective or required change orders between the City and their construction contractor.
 - B. The City shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of deliverables identified in Attachment A. Reimbursement shall be requested in accordance with the schedule in Attachment A. All bills 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 no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document that all costs in excess of the funding provided under this Agreement have been paid. In the event that all tasks outlined in Attachment A are not satisfactorily completed within the terms of this Agreement, the City shall return all funds provided under this Agreement to the Department.
 - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Attachment B, Contract Payment Requirements, the City shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:
 - i. Salaries/Wages – The City shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) for City employees.

- ii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the City. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractors exceeded the rates supported by audit, the City shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the City's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - a. The City 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 (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - b. The City may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the City shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the City. 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 City may proceed in finalizing the fixed price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iii. Travel -- Reimbursement for travel expenses is not authorized under this Agreement.
 - iv. Equipment -- (Capital outlay costing \$1,000 or more) -- Reimbursement for the purchase of equipment is not authorized under this Agreement.
 - v. Other Expenses - e.g., Materials, supplies, construction materials, must be documented by itemizing and including copies of receipts or invoices.
- D. In addition to the invoicing requirements contained in paragraph 3.C. above, 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 and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The City 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.fldfs.com/aadir/reference%5Fguide>.

8. 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 City shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within thirty (30) 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 the Agreement for failure to perform, or 2) Department Project Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the City to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. 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 Project Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the City in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the City shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above shall result in the Department's termination of the Agreement for cause as authorized in the Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the City 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 City of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by the City, the Department shall retain the right to require additional or further remedial steps, or to terminate the Agreement for failure to perform. No actions approved by the Department or steps taken by City shall serve to estop the Department from subsequently asserting any deficiencies in performance. City shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by the Department Project Manager.

C. 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.

10. The City shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the City shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

11. A. In addition to the requirements of the preceding paragraph, the City shall comply with the applicable provisions contained in Attachment C, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment C summarizes the funding sources supporting the Agreement for purposes of assisting the City in complying with the requirements of Attachment C. A revised copy of Exhibit 1 must be provided to the City for each amendment which authorizes a funding increase or decrease. If the City fails to receive a revised copy of Exhibit 1, the City shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

- B. The City 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 City shall consider the type of financial assistance (federal and/or state) identified in Attachment C, Exhibit 1 when making its determination. For federal financial assistance, the City shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the City 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>

The City should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. A. The City may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The City shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The City 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 City that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the City shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department of Environmental Protection 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.

13. In accordance with Section 216.347, Florida Statutes, the City is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

14. The City shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The City 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 City further agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

16. The Department's Project Manager for this Agreement is identified below.

Pearce Barrett	
Florida Department of Environmental Protection	
3900 Commonwealth Boulevard, MS#35	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2106
Fax No.:	(850) 245-2303
E-mail Address:	Pearce.Barrett@dep.state.fl.us

17. The City's Project Manager for this Agreement is identified below.

Thomas E. Lambert	
City of Gulf Breeze	
Public Works Department	
P.O. Box 640	
Gulf Breeze, Florida 32562-0640	
Telephone No.:	(850) 934-4094
Fax No.:	(850) 934-5114
E-mail Address:	tlambert@ci.gulf-breeze.fl.us

18. To the extent required by law, the City will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the City shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the City. Such 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 City shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
19. The City warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the City's officers, employees, servants and agents while acting within the scope of their employment with the City.
20. The City 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.
21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the City's cost or time, shall require formal amendment to this Agreement.
22. The employment of unauthorized aliens by any City/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the City/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The City shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
23. A. No person, on the grounds of race, creed, color, national origin, age, sex, 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 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 City 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 intends to post 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.

- 24. Land acquisition is not authorized under the terms of this Agreement.
- 25. 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.
- 26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, 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 GULF BREEZE

By: Beverly A. Zimmerman
Title: * MAYOR
Date: 10/30/2013

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Secretary or designee
Date: 11/17/13

[Signature]
Pearce Barrett, DEP Grant Manager

FEID No.: 59-0948304

[Signature]
DEP Contracts Administrator

Approved as to form and legality:

Linda C. Williams
DEP Attorney

*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 City must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

<u>Specify</u> <u>Type</u>	<u>Letter/</u> <u>Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Grant Work Plan (6 Pages)
Attachment	B	Contract Payment Requirements (1 page)
Attachment	C	Special Audit Requirements (5 pages)

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ATTACHMENT A

GRANT WORK PLAN

Project Name: Construction of the City of Gulf Breeze Stormwater System Improvements within the City of Gulf Breeze in Santa Rosa County, Florida

This Grant Work Plan outlines specific tasks that shall be performed by the City, a timeline for completion of the tasks, and the maximum compensation amount for each task under this Agreement. The City shall provide copies of all Communications regarding these tasks to the DEP Project Manager during and throughout the Agreement.

Tasks

1. Preparation of Bid Documents

The City or its consultant will prepare the bid documents (plans, technical and administrative specifications), advertise and issue the bid for the construction of stormwater system improvements within the City limits of Gulf Breeze in Santa Rosa County, Florida

Task 1 Deliverable: City shall provide the DEP Project Manager a complete set of bid documents signed and sealed by a Florida licensed Professional Engineer and a copy of the public notice of advertisement of the bid.

Task 1 Cost to DEP: \$0.00

2. Pre-Bid Meeting

The City Project Manager or its consultant will make arrangements (facilities) for, attend and record minutes for, one (1) pre-bid meeting to review the bid documents and project site with prospective bidders.

Task 2 Deliverable: Recorded attendance at the meeting and provide the DEP Project Manager with a copy of the recorded minutes.

Task 2 Cost to DEP: \$0.00

3. Inquiries, Questions Comments pertaining to Bid Documents

The City shall provide the DEP Project Manager with copies of all inquiries, questions, and comments pertaining to the bid documents presented by prospective bidders and the City's response to same. Copies of all addenda issued by the City in response to inquiries, questions and comments shall also be provided to the DEP Project Manager.

Task 4 Deliverable: Copies of all inquiries, questions and comments regarding the bid documents and copies of all addenda issued by the City regarding the bid.

Task 4 Cost to DEP: \$0.00

4. Receipt of Bids: The City shall designate a time, date and place to receive and publically open the bids. The City shall verify all bids as to responsiveness, completeness and accuracy, review the bids and make an award to the lowest responsive, responsible bidder.

Task 4 Deliverable: The City shall provide the DEP Project Manager with copies of all bids received and the notice of intent to award a contract.

Task 4 Cost to DEP: \$0.00

5. Pre-Construction Meeting

The City Project Manager will make arrangements (facilities) for and attend one (1) pre-construction meeting with DEP Project Manager, City's engineering consultant and contractor's representatives to review Contract General and Special Conditions, frequency of coordination and progress meetings, procedures for submittals, procedures for Change Orders and Pay Requests, contractor's MOT and erosion control plans, Environmental Permits and other matters listed on an agenda to be prepared by City's Project Manager prior to the meeting and a copy furnished to the DEP Project Manager for review prior to general distribution. The City's Project Manager will complete a checklist of all matters discussed. The City Project Manager will record the meeting and provide a copy of the recording to the DEP Project Manager. The City Project Manager will summarize the minutes of the meeting and distribute to all members in attendance at the meeting.

Task 5 Deliverable: Recorded attendance at the meeting and a copy of any notes or questions recorded during the meeting.

Task 5 Cost to DEP: \$0.00

6. Construction

Construction of the facility shall be completed in accordance with the bid document, the plans, designs and permits for the project.

Task 6 Deliverable: Completed Construction of the City of Gulf Breeze Stormwater System Improvements.

Task 6 Performance Measure: Completed construction monitored to ensure compliance with plans, designs and permits.

Task 6 Cost to DEP: Maximum of \$1,570,827.00

7. On-Site Construction Project Representation

The City or its consultant will be responsible for observing, inspecting, verifying, recording, and calculating the work of the construction contractor and/or subcontractors on a routine basis sufficient to document the items as follows:

- a. all quantities of work, labor and materials furnished on site and included in requests for pay items;
- b. conformance with sediment and erosion control plans (City shall notify DEP of any deficiencies observed);
- c. document the number and skill types of construction contractor's workers on site;
- d. list the number and types of pieces of equipment being utilized on the site;
- e. document idle time for equipment on site;
- f. document the type and location of work being done and by which contractor or subcontractor on a daily basis;
- g. document compliance with City Development Order and Building Permit, DEP and USACOE permit conditions
- h. observe Utility relocation operations and excavated material(s) removed, fill materials brought onto site, verify quantities and final disposal of material removed from the site;
- i. document weather conditions encountered each day of construction (e.g. temperature, precipitation, excessive winds, etc.);
- j. document hours on site by each contractor and subcontractor;
- k. document any significant events or accidents that occur (including obtaining police reports, identifying people and equipment involved, and describing the extent of any injuries or noting if there were any deaths);

- l. verify with construction contractor that any effected utilities companies have been notified in accordance with specifications when work required to be inspected by Utilities Inspector is to be performed.
- m. inspect all plant material delivered to the site and determine that plant materials have been properly handled, packed, transported and/or stored and meet proper conditions of the project specifications. Any plants not meeting specifications will be rejected. City site representative will assure that rejected plants are replaced by the contractor. City Site Representative will document in the daily log number and type of plants rejected, reason for rejection and if replaced by the contractor;

City shall keep site records in accordance with FDOT Daily Report of Maintenance Report Form 375-020-1 or other suitable document agreed upon by both the City and DEP Project Manager. Daily Reports will be sequentially numbered and dated with the start and ending date clearly shown. Daily Reports will be maintained and available for review by DEP personnel. City shall submit electronic copies of the Daily Reports for each week to the DEP Project Manager by 12:00 P.M. CT on the Tuesday of each week following the Friday of the week upon which work began on the project.

Task 7 Deliverable: Daily logs in approved format.

Task 7 Cost to DEP: \$0.00

- 8. Progress Meetings: The City will schedule progress meetings at significant construction milestones or as needed, but no less than once a month with DEP's Project Manager, design engineer and construction contractor's project foreman. Progress meetings will cover, at a minimum, work progress to date, the project schedule, and significant milestones. City shall keep detailed notes of each meeting and furnish electronic copies to all attendees and to the DEP Project Manager by 12:00 P.M. CT the Tuesday following each progress meeting. The schedule of dates for the meetings shall be forwarded to the DEP Project Manager and updated as necessary. Any discrepancies, unresolved issues or disagreements raised by any party at the meeting or regarding the contents of weekly summaries will be reviewed with the DEP Project Manager. Final resolution shall be the responsibility of the City.

Task 8 Deliverable: Summarization of Notes from Progress Meetings

Task 8 Cost to DEP: \$0.00

- 9. Monthly Review of Contractors Pay Requests: The City will schedule one (1) monthly meeting (this meeting may coincide with the progress meeting) during each month of construction prior to the construction contractor's submission of a monthly pay request, City will schedule a meeting with the DEP Project Manager, and construction contractor to review the estimated pay request and verify all quantities for payment from City's project field records. The DEP Project Manager will be notified at least ten (10) working days prior to the date and time for which each meeting is scheduled. Any disputes or discrepancies between requested amounts and observed amounts will be reported to DEP Project Manager within 24 hours of the monthly meeting. Pay requests approved by City shall be forwarded with meeting notes to the Department, within three (3) working days of the City's receipt of the construction contractor's pay request, for final review and payment.

Task 9 Deliverable: Pay Request of construction contractor approved by the County and meeting notes.

Task 9 Cost to DEP: \$0.00

- 10. Review of Construction Testing: City or its consultant shall observe and verify all testing performed in relation to this project as set forth in the technical specifications prepared by the City's Consulting Engineer. It shall

also review and approve all mix designs required and physical review of the asphalt plant(s) proposed for supply of all asphaltic materials to be furnished on the project. When necessary, the City shall request construction contractor to perform additional testing in order to verify that product meets the specifications.

Task 10 Deliverable: Copies of notes from testing observed and verified results, approval of mix designs and notes from inspection of asphalt plant(s) proposed for furnishing asphaltic materials on this project.

Task 10 Cost to DEP: \$0.00

11. Certification of Substantial Completion: City will coordinate with the DEP Project Manager to schedule the field review of the construction contractor's work to prepare a certification of substantial completion. City shall review the construction contractor's "punch list" of those payment items which are not complete, do not meet project specifications, or are in need of repair or replacement. The City may, if necessary, add to the "punch list" and review with the DEP Project Manager. The final "punch list" shall be presented to, and reviewed with, the construction contractor to obtain consensus on work remaining to be done. Any disagreements regarding the "punch list" will be brought to the attention of the DEP Project Manager. Resolution of any disagreements shall be the responsibility of the City. A certification of substantial completion will be prepared by City, signed and dated in accordance with the project's construction contract. A copy of the executed substantial completion shall be submitted to the DEP.

Task 11 Deliverable: Copies of original proposed and final agreed upon "Punch List" and Certificate of Substantial Completion

Task 11 Cost to DEP: \$0.00

12. Final Certification: City will schedule, in coordination with the DEP Project Manager and the construction contractor, a final inspection of the project work within thirty (30) days of submission of the "punch list" to the construction contractor's contract manager unless an extension is approved in writing by the City Project Manager. City will prepare documentation in accordance with the project specifications that the work has been completed in general accordance with the contract documents.

Task 12 Deliverable: Documentation addressing all punch list item resolutions and City's Final Certification.

Task 12 Cost to DEP: \$0.00

13. Verification of Construction Contractors As-Built Drawings: Upon construction completion, the City shall review the construction contractor's as-built drawings for completeness and accuracy. A copy of the City's verification and the final "As-built" drawings shall be sent to the DEP Project Manager within ten (10) working days of receiving them from the construction contractor.

Task 13 Deliverable: City's verification together with copy of final "As-built" drawings.

Task 13 Cost to DEP: \$0.00

14. Community Liaison: City will designate a primary point of contact for any comments, inquires or complaints concerning the project made by residents, business owners or visitors to the site. City will document all comments, inquires or complaints, whether verbal or in writing, regarding the project, as well as any response or actions taken by City. City will forward such documentation to the DEP Project Manager. City will address all comments, inquiries or complaints through City's designated point of contact.

Task 14 Deliverable: Summary of comments, inquiries and complaints and documentation of the City's responses.

Task 14 Cost to DEP: \$0.00

Responsibilities of the DEP:

The DEP will provide and/or support City during the construction project and task assignments period as follows:

1. DEP Project Manager shall review City's contract documents and provide any comments within ten (10) working days of receipt.
2. Reviews of results and requests: The DEP Project Manager will promptly review all test results, all construction contractor's pay requests and City's payments to the construction contractor and project communications. DEP Project Manager will communicate with the City Project Manager in order to resolve any issues arising in regard to City's or construction contractor's performance. Any discrepancies, unresolved issues or disagreements will be reviewed with the DEP Project Manager. Final resolution will be made by the City Project Manager.
3. Revisions to Contract Plans: The DEP Project Manager will review any proposal for changes to the contract plans, discuss with the appropriate parties, and notify City Project Manager in writing of any comments to these changes.
4. Certification of Substantial Completion: The DEP Project Manager will accompany the City during the review of work completed and the making of a determination of substantial completion. The DEP Project Manager will review the punch list prepared by City and provide comment if necessary to City Project Manager.
5. Final Certification of Completion: The DEP Project Manager will accompany City Project Manager in a final review of the project. The DEP Project Manager will review the final certification upon receipt from City and process for final payment to the City for services provided under this Agreement.
6. Community Liaison: The DEP Project Manager will assist City, if requested, in responding to citizen comments, inquiries and complaints received during the period of construction.

Schedule:

Task	Description	Schedule
1.	Finalize Plans and Bid Documents	Within 30 days of Agreement execution
2.	Pre- Bid Meeting	Within 10 working days after the release of the bid by the City
3.	Pre-construction Meeting	Within 30 working days of contract award
4.	Construction	Completed within 365 days of execution of construction contract
5.	On-site construction representation	Upon start of construction through final certification (approximately 12 months)
6.	Daily Logs	By noon of every Tuesday following each week construction is occurring until construction completed
7.	Progress Meetings	At major milestones or as needed but no less than once a month
8.	Monthly Meetings	Monthly prior to submission of contractor's pay request
9.	Review material testing	As required by specifications
10.	Certification of Substantial Completion	10 days after verifying "punch list"

- | | |
|---|---|
| 11. Final Certification | 30 days after Certification of Substantial Completion |
| 12. Verification of "As Built" Drawings | 10 working days after receipt from contractor |
| 14. Community Liaison | N/A |

Reimbursement Requests:

Upon submittal to DEP the Certification of Completion of Construction and proof of payment to the Construction Contractor along with the receipt of release of all liens placed upon the project by the Construction Contractor, subcontractors and material suppliers, the City shall request reimbursement for authorized construction costs. The amount of reimbursement from the DEP for construction costs shall not exceed \$1,570,827.00.

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ATTACHMENT B

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

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 may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are examples of 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 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, Reference Guide to State Expenditures (February 2011) can be found at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/.

ATTACHMENT C

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, 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 Florida Department of Environmental Protection. In the event the Florida 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.

1. In the event that the recipient expends \$500,000 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. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Florida 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 Florida 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. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, 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.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 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, 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 <http://12.46.245.173/cfda/cfda.html>.

PART II. STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 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 Agreement indicates state financial assistance awarded through the Florida 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 Florida 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 \$500,000 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 \$500,000 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.state.fl.us/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 required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Florida Department of Environmental Protection at the following address:

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, 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

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

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Executive Office of the Governor, Florida Energy and Climate Commission at the following address:

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

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. Florida Department of Environmental Protection at the following address:

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

- 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

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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 Florida Department of Environmental Protection at the following address:

Audit Director

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

5. Any reports, management letters, or other information required to be submitted to Florida Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, 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 Executive Office of the Governor, Florida Energy and Climate Commission for audits done in accordance with OMB Circular A-133, 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 Florida 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 Florida 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 Florida Department of Environmental Protection.

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EXHIBIT - 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Line Item 1744A – Florida Coastal Protection Trust Fund	2012-2013	37.082	Stormwater Projects (MOEX)/Deepwater Horizon Oil Spill	\$1,570,827.00	080019

Total Award					\$1,570,827.00	
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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) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purpose 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 Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver  Deputy City Manager

Date: 11/6/2015

Subject: Tiger Point Operating Agreement

Enclosed please find a first addendum to the operation and management agreement for Tiger Point. As you know, Section XI E. of the agreement provided that IGC-Tiger Point (IGC-TP) is responsible for obtaining a new liquor license for the facility. We have been notified by IGC-TP that they are unable to obtain a liquor license in their own name because they are not leasing the facility. After some discussion on this matter, it has been determined that it is in the best interests of the City to retain sole ownership of the license and have the costs associated with the license paid for by IGC-TP, to include the required dram shop insurance.

This first addendum accomplishes this. It also provides that the obligations of IGC-TP under the addendum are guaranteed by Integrity Golf Company. This is consistent with the provisions of the original management agreement. The first addendum has been prepared and reviewed by the City Attorney and has been approved by the attorney for Integrity Golf Company. I suggest that it be presented to the City Council for their consideration and approval.

Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council approve the first addendum to the agreement for operation and management of Tiger Point Golf Club as presented and authorize the Mayor to sign the addendum on behalf of the City.

Enclosure

**FIRST ADDENDUM TO
AGREEMENT FOR OPERATION AND MANAGEMENT
OF
THE TIGER POINT GOLF AND COUNTRY CLUB**

THIS FIRST ADDENDUM TO AGREEMENT FOR OPERATION AND MANAGEMENT OF THE TIGER POINT GOLF AND COUNTRY CLUB (hereinafter this “First Addendum”) is made and entered into as of the 1st day of October, 2015 (hereinafter, the “Effective Date”), by and among the **City of Gulf Breeze**, a Florida municipal corporation, 1070 Shoreline Drive, Gulf Breeze, FL 32561 (hereinafter, “City”) and **IGC-Tiger Point Property, LLC**, a Florida limited liability company, 1255 Country Club Road, Gulf Breeze, FL 32563 (hereinafter “Contractor”), which is a wholly-owned subsidiary of **Integrity Golf Company, LLC**, a Florida limited liability company, 16301 Phil Ritson Way, Winter Garden, FL 34787 (hereinafter, “Integrity”), and **Integrity**, all of which do hereby agree as follows:

WHEREAS the parties entered into that certain Agreement For Operation and Management of the Tiger Point Golf and Country Club on October 1, 2015 (hereinafter “Agreement”); and,

WHEREAS the City is the owner of those certain parcels of land located in Gulf Breeze, Florida, commonly known as Tiger Point Golf and Country Club as more particularly depicted in **Exhibit “A”** of the Agreement (hereinafter the “Facility”); and

WHEREAS the parties contemplated in the Agreement that Contractor and/or Integrity shall obtain and maintain all licenses and permits required by all governmental authorities having jurisdiction over the Facility for the type of business operated by Contractor and/or Integrity during the term of this Agreement including but not limited to a liquor license; and,

WHEREAS the parties contemplated in the Agreement that the Contractor and/or Integrity would be responsible for any and all of the operations at the Facility, including but not limited to any operations associated with a liquor license; and that the City would not be responsible for any of the operations at the Facility; and,

WHEREAS the Contractor has represented to the City that it cannot obtain from the Florida Division of Alcoholic Beverage and Tobacco a license for the sale of beer, wine or liquor on the Facility because the Contractor and/or Integrity are not leasing the Facility; and,

WHEREAS the City has agreed to obtain as sole licensee a license to sell beer, wine and liquor for consumption at the Facility in exchange for agreements from the Contractor and Integrity in this First Addendum.

NOW THEREFORE, in consideration of the aforementioned and other good and valuable consideration, the parties agree as follows:

1. This First Addendum amends the Agreement.

2. The prompt performance of the Agreement by the Contractor is guaranteed by Integrity.
3. The City agrees to be the licensee of a Series “11CG”, Type “PC” Alcoholic Beverage Retailer License, under License No. BEV6721280, to sell beer, wine and liquor for consumption at the Facility (hereinafter the “Liquor License”).
4. The Contractor agrees to pay all costs, fees, etc. associated with the Liquor License including, but not limited to such costs, fees, etc. for the City to be the licensee on the Liquor License.
5. The Contractor shall be responsible for any and all operations at the Facility associated with the Liquor License; and the City shall not be responsible for any operations at the Facility associated with the Liquor License.
6. In addition to the indemnification obligations of the Contractor and Integrity to the City as expressed in the Agreement, the Contractor and Integrity further agree to indemnify, defend, and hold the City, its elected and appointed officials, employees, agents, consultants and assigns harmless from and against any and all claims, demands, actions (including enforcement proceedings initiated by any government agency), penalties, suits, and liabilities (including the cost of defense, settlement, appeal, and reasonable attorneys’ fees and costs, but excluding consequential damages), which they or any of them may have alleged against them, incur, become responsible for, or pay out for any reason, including the death of or personal or bodily injury to any person; destruction or damage to any property caused in whole or in part by, arising out of, or related to (i) any act or omission constituting negligence, gross negligence, or willful misconduct associated with the Liquor License on the part of Contractor or Integrity or their respective directors, officers, employees, agents, consultants and contractors or subcontractors, including but not limited to any violation by Contractor or Integrity of governmental laws, regulations, orders, or the like associated with the Liquor License; or (ii) the Contractor or Integrity’s breach of this First Addendum.
7. The Contractor, throughout the term of this First Addendum and the Agreement, and anyone performing such services under a contract with the Contractor or Integrity, either oral or written, throughout the performance of its services pursuant to this First Addendum and the Agreement, shall obtain and maintain in full force and effect insurance coverage at Contractor’s expense for the Liquor License, all of which shall name the City as an additional insured, including but not limited to:
 - a. **Dram Shop or Liquor License Insurance.** A policy providing Liquor Liability Insurance, more commonly referred as “Dram Shop” Insurance coverage with policy limits and deductibles equal to those specified in Sections XIII. B. 3. of the Agreement with respect to liability insurance, covering the full amount of potential liability from time to time provided or

imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting the Contractor and the City in connection with any such sales (or other offering) of alcoholic beverages on the Facility.

- b. **Notice.** The insurance policy referenced in Section 5.a. herein shall either be non-cancellable or require the insurer to give the City at least thirty (30) days written notice of cancellation or non-renewal.
 - c. **Cancellation or Non-renewal.** In the event of cancellation or non-renewal of the insurance policy referenced in Section 5.a. herein, the Contractor shall have five (5) business days from the date of written notice referenced in Section 5.b. herein to procure a new insurance policy identical to the insurance policy referenced in Section 5.a. herein acceptable to the City.
 - d. **Suspension or Termination.** If the Contractor fails to timely meet its obligation under Section 5.c. herein, the City shall have the right to purchase insurance coverage as described in Section 5.a. herein and charge the expense of the purchased insurance to the Contractor. If the Contractor fails to pay the City the expense of the purchased insurance within five (5) business days of written demand by the City to the Contractor, the City in its sole discretion shall have the authority to suspend or terminate all operations at the Facility associated with the Liquor License and/or terminate the Agreement for cause.
8. Except as set forth in this First Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with the Agreement terms. If there is conflict between this First Addendum and the Agreement, the terms of this First Addendum will prevail.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2015.

“City”

CITY OF GULF BREEZE

Matt E. Dannheisser
Mayor

Attest:

Leslie Guyer
City Clerk

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“Contractor”

WITNESSES:

IGC-TIGER POINT PROPERTY, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Print: _____

Title: _____

Print Name: _____

Date: _____

(CORPORATE SEAL)

“Integrity”

WITNESSES:

Integrity Golf Company, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Print: _____

Title: _____

Print Name: _____

Date: _____

(CORPORATE SEAL)

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 11/6/2015

Subject: Damaged Computer Server- Surplus Property

The computer server at Tiger Point was damaged during the fire earlier this year. The unit was replaced at no cost to the City under our property insurance coverage through the Florida Municipal Insurance Trust (FMIT). The damaged server was in storage at ServePro. They have recently released it and we have been advised by FMIT's restoration contractor, that it can be returned to the City for disposal.

The reliability of the server is questionable because of smoke and water damage. Mr. McCown has no operational use for it. Due to its condition and questionable reliability, he has recommended that it be declared surplus. I agree with his recommendation. Accordingly, I would suggest that we request the City Council to declare the server as surplus personal property and authorize you to dispose of it in accordance with Section 2-128 (a) of the City Code.

If you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council declare the Dell PowerEdge T320 server, serial number 6R58Y1, as surplus personal property and authorize the City Manager to dispose of the unit in the most efficient and cost effective mean.

Enclosure



City of Gulf Breeze

OFFICE OF INFORMATION TECHNOLOGY

November 5, 2015

To: Edwin Eddy, City Manager

From: Charles McCown, Manager of Information Technology

Re: Damaged/Surplus Server

A handwritten signature in blue ink, which appears to be "C. McCown", is enclosed within a blue oval.

Due to the Tiger Point Golf Club fire and a replacement server purchased by the City insurance company, we currently have a water damaged server that is unusable due to its condition.

Server information:

Manufacturer: Dell

Model: PowerEdge T320

Serial: 6R582Y1

It is my recommendation that the City declare this server "surplus" and grant Edwin Eddy the discretion to properly dispose of the equipment.

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 10/29/2015

Subject: Police Pension Board of Trustees

As you know, F.S. 185.05 (1) (a) provides that the Board shall consist of five members. Two of these shall be legal residents of the City appointed by the City Council. Two others must be active police officers that are members of the Plan. The fifth member is chosen by the other four members and subsequently appointed by the City Council. The City Council's appointment of the fifth member is a ministerial action. A copy of this portion of F.S 185.05 is enclosed for information.

At the special Pension Board meeting on October 29th, the members chose Dedra Thomas as the fifth member. Ms. Thomas has served in that capacity and as Board secretary since 2010 and is a logical choice for that position. As indicated above, this selection should be presented to the City Council for formal appointment.

Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council appoint Ms. Dedra Thomas as the fifth member of the Police Pension Board of Trustees to serve a two year term ending on October 30, 2017.

Enclosure

185.05 Board of trustees; members; terms of office; meetings; legal entity; costs; attorney's fees.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) In each municipality described in s. [185.03](#) there is hereby created a board of trustees of the municipal police officers' retirement trust fund, which shall be solely responsible for administering the trust fund. Effective October 1, 1986, and thereafter:

(a) The membership of the board of trustees for chapter plans consists of five members, two of whom, unless otherwise prohibited by law, must be legal residents of the municipality and must be appointed by the legislative body of the municipality, and two of whom must be police officers as defined in s. [185.02](#) who are elected by a majority of the active police officers who are members of such plan. With respect to any chapter plan or local law plan that, on January 1, 1997, allowed retired police officers to vote in such elections, retirees may continue to vote in such elections. The fifth member shall be chosen by a majority of the previous four members, and such person's name shall be submitted to the legislative body of the municipality. Upon receipt of the fifth person's name, the legislative body shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of 2 years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of 2 years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of 2 years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office. The terms of office of the appointed and elected members of the board of trustees may be amended by municipal ordinance or special act of the Legislature to extend the terms from 2 years to 4 years. The length of the terms of office shall be the same for all board members.