



Santa Rosa County Board of County Commissioners

Sheila Fitzgerald, Special Projects/Grants Director

6495 Caroline Street, Milton, FL. 32570-4978, Phone (850) 983-1848 / Fax (850) 983-1944

MEMORANDUM

TO: Tony Gomillion
DATE: 01/07/2016
FROM: Sheila Fitzgerald
RE: FRDAP Agreement A6047 for Navarre Park

RECOMMENDATION

That the board discuss and approve an amendment to the above referenced grant agreement. The amendment is to correct scrivener errors identified by the Department of Environmental Protection after the original agreement was executed.

BACKGROUND

At the September 24, 2015 board meeting, the board approved FRDAP Grant Agreement (A6047) with the Florida Department of Environmental Protection in the amount of \$50,000 for improvements to Navarre Park. On December 3, 2015 DEP requested that we amend the agreement due to scrivener errors. The amendment document was received on December 14, 2015.

NEXT STEPS

If approved, the amendment will be executed and returned to DEP. There is no further board action required at this time.

**DEP AGREEMENT NO. A6047
AMENDMENT NO. 1**

THIS AGREEMENT as entered into on the 16th day of October, 2015 between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the **Santa Rosa County**, (hereinafter referred to as "Grantee"), a local government, in furtherance of an approved public outdoor recreation project known as **Navarre Park Improvements**, Project Number **A16047**, is hereby amended as follows:

- **Paragraph 3. FUNDING/CONSIDERATION/INVOICING** terms identified at D. i., and D. ii. a. and, D. ii. b. of the Agreement are hereby amended to correct a scrivener's error and to make clear the cost reimbursement terms of the Agreement.

Paragraph 3. D. i., and D. ii. a. and, D. ii. b. of the Agreement is hereby amended as follows:

3. FUNDING/CONSIDERATION/INVOICING:

- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
 - i. **Salaries/Wages** – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed in **Attachment C**.
 - ii. **Overhead/Indirect/General and Administrative Costs** – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. **Fringe Benefits** – Shall be calculated at the rate up to 40% of direct salaries.
 - b. **Indirect Cost** – Shall be calculated at the rate of 15% of direct cost.

- **Paragraph 19. Insurance** of the Agreement is hereby amended as stated below to correct a scrivener's error and to make clear the Insurance requirements of the Grantee.

19. INSURANCE:

To the extent required by law, the Grantee 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 Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. 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 Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

- A. The Grantee warrants and represents that it is self-funded for, or shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.
- B. The Grantee warrants and represents that it is self-funded for, or shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by the Grantee. The minimum limits of liability shall be as follows:
- | | |
|-----------|--|
| \$300,000 | Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable |
| \$300,000 | Hired and Non-owned Automobile Liability Coverage |
- C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carriers.
- D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

If Grantee 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 Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee, Grantee shall provide documentation of such self-funded insurance to the Department.

IN ALL OTHER RESPECTS, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

SANTA ROSA COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

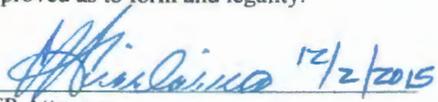
Date: _____

Date: _____

Angie Bright, DEP Grant Manager

Grantee Attorney

Approved as to form and legality:



DEP Attorney

FEID No.: 59-6000842

* Amendments 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 Grantee must accompany the Amendment.