

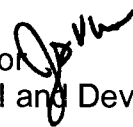


Interoffice Memorandum

AGENDA ITEM

April 28, 2017

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

FROM: Jon V. Weiss, P. E. Director   
Community Environmental and Development  
Services Department

CONTACT PERSON: Matt Suedmeyer, Manager, Parks and Recreation Division  
PHONE NUMBER: 407-836-6203

SUBJECT: May 9, 2017 - Consent Item  
East Orange Regional Recreation Center and Park  
Department of Economic Opportunity Grant Agreement

In 2016, Orange County was awarded a \$1,000,000 Florida Department of Economic Opportunity (DEO) Grant. The County proposed to use these funds along with a \$1,000,000 local match from Orange County's INVEST funds to design and construct a 5,000 square foot recreation center within the East Orange District Park. The Board of County Commissioners approved the Grant Agreement on July 19, 2016.

The County requested and received permission from the State to expand the project's scope to include the entire park, including the recreation center, in order to expend all the grant funds before the grant program's deadline. These changes require an amendment to the original grant agreement. The East Orange District Park will meet the needs for athletic fields and open space as well as providing a recreation center. The center will contain space for recreational, educational and social activities for the community.

Amendment One to the Grant Agreement was reviewed and approved as to form and substance by the County Attorney's Office.

**ACTION REQUESTED:** Approval and execution of Amendment One to Grant Agreement between Department of Economic Opportunity and Orange County, Florida Agreement # HL047 for the East Orange Regional Recreation Center and Park in the amount of \$1,000,000 to construct a 5,000 square foot recreation center and soccer fields and authorization for the County Mayor or designee to approve any increases, decreases or amendments to this contract. District 5

JVW/MS:rep  
Attachment

**AMENDMENT ONE  
TO GRANT AGREEMENT  
BETWEEN  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
ORANGE COUNTY, FLORIDA**

On August 4, 2016, the State of Florida, Department of Economic Opportunity ("DEO"), and Orange County, Florida, a political subdivision of the State of Florida, doing business as Orange County Board of County Commissioners ("Grantee"), entered into Grant Agreement HL047 ("Agreement") for one million dollars (\$1,000,000.00) to design and construct a regional park in the Christmas area of East Orange County.

**WHEREAS**, Section II.A of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

1. Section 1 of Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the following:

The 2016-2017 General Appropriations Act, line 2216, appropriated \$1,000,000.00 to Orange County (Grantee) to design and complete pre-construction activities for a regional park in the Christmas area of East Orange County. This area is a park and program-deficient community, and this project will provide athletic fields and open space as well as a community center that will help meet the recreational, educational and social needs of the community by accommodating after school and summer programs, senior programs, art and craft programs, and space for social and special events.

2. Section 2 of Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the following:

**2. Grantee Responsibilities:** Grantee shall:

- A. Develop construction designs suitable for the permitting process. Design firm shall assist in the preparation for submission of the permit application(s) and in preparation and completion of the construction contract bidding process;
- B. Secure permits for construction;
- C. Complete pre-construction site work/preparation as detailed in the construction design plans, including:
  - i. Mobilization, bond and insurance – includes all costs associated with the contractor setting up on-site offices, storage, equipment, and support items needed to run the construction project, and bond and insurance for the project.

- ii. Demolition/Clear and Grub – Clearing project site of all existing trees, vegetation and structures that need to be removed for the project.
  - iii. Earthwork – Retention pond excavation, leveling and rough grading site to the proper rough elevations, and preparation of building and athletic field locations.
  - iv. Stormwater Systems – Installation of the underground piping systems used to manage the stormwater and drainage on the site.
  - v. Reimbursement may include General Conditions for Contractor – management of ongoing monthly costs for on-site management of the project; salaries for field personnel, trailer for field office, temporary toilets, dumpster, power for temporary facilities, equipment and tools, and utilities.
3. Section 4 of Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the following:

4. **Deliverables:** Grantee agrees to provide the following services as specified:

<b>Deliverable No. 1 – Construction Designs</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Develop construction designs, in accordance with subsection 2.A, above.	Completion of construction designs, in accordance with subsection 2.A, above, as evidenced by submission to DEO of: <ul style="list-style-type: none"> <li>a. One copy (hard copy or digital PDF) of construction designs; and</li> <li>b. Invoice package as defined in Section of this Scope of Work.</li> </ul>	Failure to meet the minimum performance measure will result in non-payment.
<b>Deliverable 1 Cost Not to Exceed: \$250,000.00</b>		
<b>Deliverable No. 2 – Permitting</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Secure permits, in accordance with subsection 2.B, above.	Secure all required permits, in accordance with subsection 2.B, above, as evidenced by submission to DEO of: <ul style="list-style-type: none"> <li>a. Copies of all permits required for the project; and</li> <li>b. Invoice package as defined in Section 6 of this Scope of Work.</li> </ul>	Failure to meet the minimum performance measures will result in non-payment.
<b>Deliverable 2 Cost Not to Exceed: \$22,500.00</b>		
<b>Deliverable 3 – Pre-Construction Site Work/Preparation</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Complete the following tasks associated with pre-construction site work/ preparation in accordance with subsection 2.C, above.	Grantee may request reimbursement upon completion of any one or more of the following tasks and submission of the required supporting documentation.	Financial consequences will be applied as defined below.
Task 3.1: Mobilization, bond and insurance for the project,	Completion of site mobilization and procurement of bond and insurance,	Failure to meet the minimum performance measures will

in accordance with subsection 2.C.i, above.	as evidenced by submission to DEO of: a. Completed AIA Forms G702 and G703, certifying that work under this task has been completed; b. Copies of bond and insurance documents, and c. Invoice package as defined in Section 6 of this Scope of Work.	result in non-payment.
Task 3.2: Demolition/Clear and Grub, in accordance with subsection 2.C.ii, above.	Completion of demolition and site clearing in accordance with subsection 2.C.ii, above, as evidenced by submission to DEO of:  a. Completed AIA Forms G702 and G703, certifying that work under this task has been completed; and b. Invoice package as defined in Section 6 of this Scope of Work.	Failure to meet the minimum performance measures will result in non-payment
Task 3.3: Pre-construction earthwork, in accordance with subsection 2.C.iii, above.	Completion of pre-construction earthwork in accordance with subsection 2.C.iii, above, as evidenced by submission to DEO of:  a. Completed AIA Forms G702 and G703, certifying that work under this task has been completed; and b. Invoice package as defined in Section 6 of this Scope of Work.	Failure to meet the minimum performance measures will result in non-payment.
Task 3.4: Install stormwater systems in accordance with subsection 2.C.iv, above.	Complete installation of stormwater systems in accordance with subsection 2.C.iv, above, as evidenced by submission to DEO of:  a. Completed AIA Forms G702 and G703, certifying that work under this task has been completed; and b. Invoice package as defined in Section 6 of this Scope of Work.	Failure to meet the minimum performance measures will result in non-payment.
<b>Deliverable 3 Cost Not to Exceed: \$727,500.00</b>		
<b>Total Cost Not to Exceed \$1,000,000.00</b>		

**Cost Shifting:** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed

**ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

4. Section 6 of Attachment 1, Scope of Work, is hereby deleted and replaced as follows:

**6. Invoice Submittal and Payment Schedule:**

DEO agrees to disburse funds under this Agreement in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, Funding Requirements of Section 215.971, F.S., of this Agreement, Grantee's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and percent of work completed to date.

Grantee shall provide no more than one (1) invoice per month for all services rendered during the applicable period of time.

The following documents shall be submitted with the itemized invoice:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
  - i. Are specifically for the project represented to the State in the budget appropriation;
  - ii. Are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work;
  - iii. Have been paid; and
  - iv. Were incurred during the Agreement period.
- b. Certification from the subcontractor that the work has been completed;
- c. Before and after photographs of the completed work;
- d. A copy of all supporting documentation for subcontractor payments;
- e. Document administrative costs by providing copies of invoices for purchases of materials directly related to the project and proof of payment (e.g., credit card slips, fronts and backs of canceled checks, or a zero balance noted on invoices). For costs related to employee salaries, the following documentation shall be required:
  - i. Identification of each employee who performed tasks under this Agreement;
  - ii. Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
  - iii. Payroll register or similar documentation that shows the employees' gross salary, fringe benefits, other deductions and net pay.
- f. A copy of the front and back of canceled check(s) specific to the project; and
- g. A copy of the bank statement that includes the canceled check.



The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.


5. This Amendment may be executed in counterparts, any one of which need not contain the signature(s) of more than one party, but all of such counterparts taken together shall constitute one and the same agreement.
6. Section I.F.1, within the "Governing Laws" section of the Agreement, is hereby incorporated by reference as if fully restated herein.
7. All other terms and conditions of the Agreement remain in effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement HL047, as amended. This Amendment shall be effective on the date last executed by the Parties.

ORANGE COUNTY, FLORIDA

By   
Signature  
Title  Teresa Jacobs  
Orange County Mayor  
Date 5.9.17

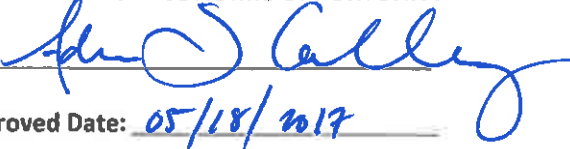
DEPARTMENT OF ECONOMIC OPPORTUNITY

By   
Signature  
Title Jim Poppell  
Chief of Staff  
Date 5/25/17



Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

By:   
Approved Date: 05/18/2017