



**CITY COMMISSION - CITY OF WILDWOOD**

**Mayor/Commissioner – Ed Wolf – Seat 1**

Mayor Pro-Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Robby Strickland – Seat 3

Don C. Clark – Seat 4

Julian Green – Seat 5

Bill Ed Cannon – City Manager

**AGENDA**

**REGULAR MEETING**

**JULY 28, 2014 - 7:00 PM**

City Hall Commission Chamber  
100 N Main Street

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Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

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F.S.S. 286.0105A - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Wildwood DOES NOT provide this verbatim record.

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**1. CALL TO ORDER:**

- INVOCATION
- FLAG SALUTE
- PLEASE TURN OFF ALL CELL PHONES AND PAGERS

**2. CONSENT AGENDA/INFORMATIONAL ITEMS**

*(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)*

a. Minutes for Approval: July 14, 2014 Regular Meeting.

b. Bills for Approval

**3. PRESENTATIONS AND/OR PROCLAMATIONS**

**4. PUBLIC HEARINGS – Timed -**

Quasi-judicial Items

a. **ORDINANCE NO. O2014-35** Second Final Reading. *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.09 ACRES BEING GENERALLY LOCATED ON THE SOUTHWEST CORNER OF C-466 AND THE CSX RIGHT-OF-WAY; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance annexes Parcel D17=034 totaling 1.09 acres. This property is located in the Joint Planning Area with Sumter

County and meets all legal requirements for annexation (Attachments: Staff Recommends Approval).

5. **PUBLIC FORUM – 10 minute time limit**

6. **ORDINANCES FIRST READING ONLY (NO VOTE)**

7. **RESOLUTIONS FOR APPROVAL**

a. **RESOLUTION R2014-22** *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA AMENDING THE CITY OF WILDWOOD POLICE DEPARTMENT PURSUIT POLICY, PROCEDURE ORDER 2001.01, AND PROVIDING FOR AN EFFECTIVE DATE.* This Resolution allows for an amendment to the Police Department’s Pursuit Policy regarding the pursuit of felony charges.

8. **FINANCIAL & CONTRACTS & AGREEMENTS**

a. Development Services Department Requests Approval of the Project Agreements and Grant Administration contracts for two Florida Recreation Development Assistance Program (FRDAP) grants for Millennium Park and MLK Park totaling \$100,000 (\$50,000 per park) awarded by the State of Florida Department of Environmental Protection pursuant to Resolutions R2013-24, 25, 26, and 27. The terms of the grant call for the funds to be disbursed on a reimbursement basis. This includes an allowance for up to \$15,000 (\$7,500 per grant) for project management services, which are to be provided by Andy Easton and Associates in a total amount of \$12,000 (\$6,000 per grant). (Attachments: Staff recommends approval.)

b. Utilities Department Requests approval of Odyssey Manufacturing Company, Project #142173088, Coleman WTP Repairs, application for payment No. 1 in the amount of \$503,190.00. (Attachments: Staff Recommends Approval).

c. Utilities Department Requests approval for emergency purchase and replacement of an existing Flygt 10 horse power submersible pump and cable for the plant master lift-station from Xylem Water Solutions USA, Inc. in the amount of \$7,727.75. (Attachments: Staff Recommends Approval.)

d. Public Works Department Requests approval of Contract Amendment between The Department of Corrections and the City of Wildwood; renewing the contract for (1) year, revising the end date of the contract, adding Section VII., H., Prison Rape Elimination Act, and replacing Addendum A with Revised Addendum A, effective October 2, 2014. (Attachments: Staff Recommends Approval).

9. **GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS**

10. **APPOINTMENTS**

11. **CITY MANAGER REPORTS**

12. **CITY CLERK REPORTS**

13. **OTHER DEPARTMENT REPORTS**

14. **COMMISSION MEMBERS REPORTS**

15. **CITY ATTORNEY REPORTS**

- Attorney-client closed session is requested by the City Attorney in accordance with § 286.011(8)(a), Fla. Stat. (2013).

16. **ADJOURNMENT**

IMPORTANT DATES (No Attachments)

- a. August 11, 2014, Commission Meeting 7:00 p.m.
- b. August 15, 2014, ***“Hog-Wild 4 Wildwood”*** Event, 6:00 p.m.
- c. August 25, 2014, Commission Meeting 7:00 p.m.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
July 14, 2014 - 7:00 PM  
CITY HALL COMMISSION CHAMBER

(meeting taped)

The City Commission of the City of Wildwood met in special session July 14, 2014 at 7:00 p.m. in the City Hall Commission Chamber.

Present were: Mayor Wolf, Commissioner Bivins, Commissioner Strickland, and Commissioner Clark, Commissioner Green. Also present: City Manager Cannon, Assistant City Manager McHugh, CA Hunt, City Clerk Lippincott, DSD Peavy, PWD Kornegay, HR Gibson Smith, PRC Wheeler, UD O'Dell, and Staff Assistant Corley.

1. CALL TO ORDER:

2. CONSENT AGENDA/INFORMATIONAL ITEMS

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

a. Minutes for Approval

b. Bills for Approval

Mayor Wolf: Question about Ring Power Contract for the Lift Stations

c. SP 1405-06. My Garage (Robert Elliott). Site Plan approval to construct two (2) 11,250 SF building with nine (9) storage units each with parking and related improvements (Parcel G17C007 in the Business Park 44 South Industrial Park). (Attachments: Staff Recommends Approval).

d. SP 1405-10. Duke Energy Transmission Operations Center. Site Plan approval for a 29,400 SF Transmission Operations Center with parking and related improvements (Parcels D-32=013 and D29=070). (Attachments: Staff Recommends Approval).

e. SP 1303-06. Providence II Assisted Living Facility. Twelve (12) month extension of Site Plan approval to construct a 67,600 SF Assisted Living and Memory Care Facility with associated improvements and parking (a portion of parcel g05=013, in the Turkey Run Planned Development). (Attachments: Staff Recommends Approval).

Motion by Commissioner Green second by Commissioner Bivins to approve the items on the Consent Agenda. Motion carried by unanimous vote 5-0.

3. PRESENTATION AND/OR PROCLAMATIONS (None)

4. PUBLIC HEARINGS – TIMED

Quasi-judicial Items

a. ORDINANCE NO. O2014-31. Second Final Reading. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, REGULATING BINGO WITHIN THE CITY LIMITS OF THE CITY OF WILDWOOD; PROVIDING FOR FINDINGS; PROVIDING FOR DEFINITIONS;

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ESTABLISHING REQUIREMENTS FOR BINGO OPERATORS, LESSORS, PREMISES, AND EQUIPMENT, AND OTHER BINGO RELATED REQUIREMENTS; MAKING CERTAIN ACTS UNLAWFUL; PROVIDING PENALTIES; PROVIDING FOR AN EFFECTIVE DATE. This Ordinance regulates bingo halls within the City (Attachments: Staff Recommends Approval).

ACM McHugh: The Ordinance has gone through some changes and I have worked with the Lions Club and everything in the Ordinance is satisfactory to them. I have also worked with Mr. Salerno and his group still has some objections to the early permit fee and a lot of the security requirements that the Commission has asked the staff to put in.

No Public Comment.

Motion to adopt Ordinance O2014-31 on second and final reading; motion by Commissioner Strickland second by Commissioner Green. Motion carried by unanimous vote 5-0.

- b. ORDINANCE NO. O2014-34. Second Final Reading. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, CHANGING AND AMENDING THE CONVENIENCE STORE SECURITY ORDINANCE; RENAMING THE ORDINANCE, PROVIDING FOR PURPOSE AND FINDINGS; PROVIDING FOR DEFINITIONS; REVISING REQUIREMENTS FOR CONVENIENCE BUSINESSES; PROVIDING FOR AN EFFECTIVE DATE. (Attachments: Staff Recommends Approval).

No Discussion.

Motion to adopt Ordinance O2014-34 on second and final reading; motion by Commissioner Bivins second by Commissioner Green. Motion carried by unanimous vote 5-0.

#### 5. PUBLIC FORUM – 10 minute time limit

Gidget Gibson – Historical Association: Jason is handing out some paper on getting the porches rebuilt at the Baker House. PSL Construction came out and gave us an estimate and they will donate their labor. What I am asking is not to have to go through two more estimates to get this quote approved so we can get the porches rebuilt by the time we re-open in the fall. Mayor Wolf: Recognizes Shawn and Justin from PSL Construction for the help and efforts for working with Gidget. Commissioner Clark motions to add this to the Agenda second by Commissioner Strickland. Motion carried by unanimous vote 5-0.

Motion to accept the offer from PSL Construction to rebuild the porches at the Baker House. Motion by Commissioner Green second by Commissioner Bivins. Motion carried by unanimous vote 5-0.

Mary Scott: Would like to thank the Commission for helping with Jackson Street and the situation by her house. Mayor Wolf: Would like to have the traffic issue looked into more. Where we able to do anything with the condemned house? Mary Scott: No there is still someone there but things have improved in the neighborhood. Wanted to thank everyone.

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6. ORDINANCES FIRST READING ONLY (NO VOTE)

- a. ORDINANCE NO. O2014-35. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.09 ACRES BEING GENERALLY LOCATED ON THE SOUTHWEST CORNER OF C-466 AND THE CSX RIGHT-OF-WAY; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE. This Ordinance annexes Parcel D17=034 totaling 1.09 acres. This property is located in the Joint Planning Area with Sumter County and meets all legal requirements for annexation (Attachments: Staff Recommends Approval).

7. RESOLUTIONS FOR APPROVAL

- a. R2014-22 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA AMENDING THE CITY OF WILDWOOD PERSONNEL RULES AND REGULATIONS HANDBOOK, AND PROVIDING FOR AN EFFECTIVE DATE. This Resolution allows for Changes to Personnel Policy and Procedures Handbook to be made for the purpose of keeping in line with current labor laws.

HR Gibson Smith: Pre-employment drug screening and random drug screening will have to be taken out per new laws. Clarification on vacation accrual.

Motion to adopt Resolution R2014-22, motion by Commissioner Green second by Commissioner Bivins. Motion carried by unanimous vote 5-0.

8. FINANCIAL & CONTRACTS & AGREEMENTS

- a. Fleet Services Request Approval of Fuel Master Contract in the amount of \$2204.75. (Attachments: Staff Recommends Approval).

PW Kornegay: Fuel system out of warranty now and they would give us a yearly contract with parts and labor on everything.

Motion approved by Commissioner Bivins second by Commissioner Clark. Motion carried by unanimous vote 5-0.

- b. Police Department Requests funds confiscated by the department pursuant to The Forfeiture of Property to the Police Department Destruction Order 2014-001 be deposited into the Law Enforcement Trust Fund. (Attachments: Staff Recommends Approval).

Motion approved by Commissioner Clark second by Commissioner Bivins. Motion carried by unanimous vote 5-0.

- c. Proposal from Tangent Media: New City Logo. (Attachments: Board Option)

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Mayor Wolf: Current logo is too busy and not many people like it. ACM McHugh: Staff has been approached by Tangent Media to design a new city logo. Doug Smiley Tangent Media Have done work for Sumter County and heard that the City of Wildwood was looking to re-do the logo and wanted to submit our proposal. We have a specific process we take you through that will help to insure planning and completion. Mayor Wolf: Does the Commission feel it is time to get a new logo? Commissioner Green: Do we have to bid it? CA Hunt: No. Commissioner Green: Has the team been put together? ACM McHugh: No. Would like to change the process to take some of the work off the Commission but would like a Commission Representative to work with us. Let us do the work and weed through it and bring something back to the Commission. Mayor Wolf: I think the Commission should be more involved than the Citizen Advisory. ACM McHugh: That is fine if you want to be more involved. Commissioner Green volunteered for Committee.

Motion approved by Commissioner Clark second by Commissioner Bivins. Motion carried by unanimous vote 5-0.

## 9. GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS

- a. Parks & Recreation Department Notification of Special Event: "Kickin It in the Courtyard" featuring Branded Moon and Food Trucks. (Attachments).

P&R Coord. Wheeler: Would like permission to block off the two streets on each side of City Hall for the Special Event. Commissioner Strickland: Can we make it where they don't have to ask each time to block off the roads? Mayor Wolf: We can make a motion and a second to apply to all your Food Truck Nights unless something else changes.

Motion to approve by Commissioner Strickland second by Commissioner Green. Motion carried by unanimous vote 5-0.

## 10. APPOINTMENTS (NONE)

## 11. CITY MANAGER REPORTS

- a. Proposal from Bright Oaks to purchase property. Mayor Wolf: It is a little piece of property that has no road access. They need additional retention for their project. Commissioner Strickland: What would it impact? Walking track, soccer fields? Danny Smith: Would be willing to discuss shared resources, or consider lease and pay city to put in pond. Mayor Wolf: Can we/they give City Manager authorization to negotiate. CM Cannon: Yes, if price is okay they can work to come to a mutually beneficial agreement.

## 12. CITY CLERK REPORTS

- a. Refunding Opportunity

CC Lippincott: Discussed the opportunity to refinance some of the City's debt. The Commissioned asked for Jim Gallahon to give a presentation at the next meeting. Commissioner Strickland: What is the \$40,000 fee, why can't the City do it on our own? CC Lippincott: We can break the cost out for you and discuss this at the next meeting.

## 13. OTHER DEPARTMENT REPORTS

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#### 14. COMMISSION MEMBERS REPORTS

Commissioner Strickland: How often do we update the Parks and Rec Master Plan? ACM McHugh: That's a great question and in my opinion they are outdated. We are looking into that for the upcoming budget. Commissioner Strickland: Can you keep me posted I would like some input in the process. ACM McHugh: Absolutely. Commissioner Strickland: I would also like to commend DSD and Melanie and Jason for the Design District Standards. The Sun Kool building is really nice and it is nice to see the work we've been building toward this for years and I am glad some of these other buildings will be doing this as well.

#### 15. CITY ATTORNEY REPORTS

- a. Attorney-client closed session is requested by the City Attorney in accordance with § 286.011 (8) (a), Fla. Stat. (2013)

#### 16. ADJOURNMENT

Motion by Commissioner Green second by Commissioner Bivins. Motion to adjourn meeting. Motion carried by unanimous vote 5-0.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Cassandra Lippincott, City Clerk

BY: \_\_\_\_\_  
Ed Wolf, Mayor

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**July 28, 2014**

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

1	Payroll	July 13, 2014 Pay Period - 5 Employees	\$	3,995.27
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**CITY MANAGER-EXECUTIVE DEPARTMENT**

2	Payroll	July 13, 2014 Pay Period - 2.5 Employees	\$	7,176.61
3	Bright House	Internet Service	\$	40.32
4	Ford Press	Business Cards - E Corley	\$	29.50
5	Maggio Enterprises, Inc	Floor Pad/White	\$	15.25
6	MMD Computer Center, Inc	Set Up E. Corley Printer to Network	\$	140.00
7	Tangent Media	City of Wildwood Logo/Branding	\$	666.67

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

8	Payroll	July 13, 2014 Pay Period - 4 Employees	\$	10,303.72
9	Accela	Minute Traq Monthly Subscription	\$	490.00
10	Bright House	Internet Service	\$	64.45
11	Dart Electronics, Inc	Fire Alarm Monitoring	\$	37.43
12	Duke Energy	Electric Service	\$	277.09
13	Ford Press	Business Cards - C Lippincott	\$	59.00
14	Florida Association of City Clerks	Membership Dues - Lippincott	\$	75.00
15	Maggio Enterprises, Inc	Paper and Cleaning Products	\$	67.83
16	Susan Patterson	Travel Reimbursement - Records Management	\$	157.08
17	Resource One	Cleaning Supplies	\$	53.73

**DEVELOPMENT SERVICES**

18	Payroll	July 13, 2014 Pay Period - 4.5 Employees	\$	10,243.91
19	Bright House	Internet Service	\$	56.45
20	Daily Commercial	Ads	\$	2,105.13
21	Paul Ketz	Personal Vehicle Use	\$	70.00
22	Melanie Peavy	Personal Vehicle Use	\$	100.80

**HUMAN RESOURCES**

23	Payroll	July 13, 2014 Pay Period - 1 Employees	\$	2,077.20
24	Bright House	Internet Service	\$	16.13
25	Daily Commercial	Ads	\$	244.40
26	Diane Gibson Smith	Travel Reimbursement - FLC HR	\$	123.27
27	UPS	Postage	\$	9.47

**POLICE DEPARTMENT**

28	Payroll	July 13, 2014 Pay Period - 33 Employees	\$	76,788.03
29	American Transmission	Remanufactured Transmission	\$	2,349.00
30	CDW	DVD Bulk, Unframe Filter, Privacy Screen, Wide Fltr	\$	748.06
31	Century Link	Translink Chan	\$	568.00
32	City of Bushnell	Driving Class	\$	10.00
33	Department of Management Services	Telephone Service	\$	62.44
34	Duke Energy	Electric Service	\$	1,329.26
35	Identi-Kit Solutions	Annual Software Lease	\$	495.00
36	Merritt Department Store	Shirts	\$	231.76
37	Security Solutions of Central Florida	HID Printable Prox Cards, Card Hole Punch	\$	698.99
38	Jerry Smith	Stride Banner for the Police Department	\$	60.00
39	Southern Custom Creations	Explorer Graphics Repair	\$	250.00
40	Syn-Tech Systems, Inc	Super Maintenance Agreement	\$	576.19

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41	Trans Union	Comp Reports, 411 Search, Utility Connection	\$	110.00
42	Verizon Wireless	Cell Phone Service	\$	1,191.37

**STREET DEPARTMENT**

43	Payroll	July 13, 2014 Pay Period - 10 Employees	\$	18,485.03
44	Bartow Ford Company	Ford Van	\$	18,186.00
45	B & M Equipment	Boom Telescopic Rental	\$	492.53
46	C.R. 466A Landfill Facility, LLC.	Tipping Fee	\$	69.52
47	Duke Energy	Electric Service	\$	4,883.15
48	Fastenal	UCFL Bearing	\$	11.72
49	Valorie Hodges	Travel Reimbursement	\$	26.88
50	New Pig	Flammable Safety Cabinet	\$	1,473.94
51	Salescorp of Florida	Gloves, Marking Paint	\$	147.00
52	Sumter County Tax Collector	Tag and Title New Van	\$	88.10
53	Sumter Electric	Electric Service	\$	187.40
54	Syn-Tech Systems, Inc	Super Maintenance Agreement	\$	576.19
55	The Village Mower & Repair	Electric Starter	\$	77.22
56	Xpress Materials, LLC	PSI Regular Flyash	\$	777.75

**FLEET SERVICES**

57	Payroll	July 13, 2014 Pay Period - 2 Employees	\$	5,279.80
58	Advanced Auto Parts	Halogen Headlight	\$	3.59
59	Big Truck Parts, Inc	Filters	\$	71.18
60	Duke Energy	Electric Service	\$	121.26
61	Interstate Battery System N FLA	Batteries	\$	335.30

**COMMUNITY RE-DEVELOPMENT**

62	Payroll	July 13, 2014 Pay Period - .5 Employees	\$	1,806.44
63	Bright House	Internet Service	\$	8.07

**PARKS AND RECREATION**

64	Payroll	July 13, 2014 Pay Period - 5.5 Employees	\$	8,251.67
65	Bright House	Internet Service	\$	212.32
66	Duke Energy	Electric Service	\$	109.57
67	Ford Press	Business Cards - E Corley	\$	29.50
68	Jess Locke - Branded Moon	Special Event Entertainment	\$	225.00
69	MMD Computer Center, Inc	Set Up E. Corley Printer to Network	\$	140.00
70	Nature Calls Inc	Port O Let Rental	\$	235.00
71	Salescorp of Florida	Gatorade	\$	136.00
72	Sumter Electric	Electric Service	\$	565.73
73	Syn-Tech Systems, Inc	Super Maintenance Agreement	\$	576.19
74	The Village Mower & Repair	Knob, Trimmer Head Housing, Univ Head w/Line	\$	68.73
75	Jason Wheeler	Boot Allowance	\$	75.00

**COMMUNITY CENTER & OXFORD COMMUNITY CENTER**

76	A-Line Fire & Safety, Inc.	System Semi-Maintenance, Fusible Links	\$	190.95
77	Shana Hawkins	Deposit Refund - Wildwood Community Center	\$	112.50
78	Maggio Enterprises, Inc	Paper and Cleaning Products	\$	158.44
79	Keosha Mitchell	Deposit Refund - MLK Community Center	\$	50.00
80	Sumter Electric	Electric Service	\$	1,511.78

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

81	Payroll	July 13, 2014 Pay Period - 3 Employees	\$	5,462.91
82	Bright House	Internet Service	\$	48.39
83	Dart Electronics, Inc	Fire Alarm Monitoring	\$	37.42

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84	Maggio Enterprises, Inc	Paper and Cleaning Products	\$ 67.83
85	Postmaster	Postage Utility Billing	\$ 1,207.15
86	Resource One	Cleaning Supplies	\$ 53.72
87	Deniese Woods	Personal Vehicle Use	\$ 14.00

**UTILITY DEPARTMENT**

88	Payroll	July 13, 2014 Pay Period - 20 Employees	\$ 40,687.05
89	Acton	Modular Rental	\$ 600.27
90	American Transmission	Remanufactured Transmission	\$ 2,025.00
91	Barney's Pumps, Inc.	Hydromatic Gasket	\$ 240.93
92	Besco Electric Supply Company	Monitor, Furnas Contacts	\$ 978.22
93	Brenntag Mid-South, Inc	Liquid Chlorine	\$ 994.56
94	Bright House	Internet Service	\$ 694.16
95	C&C Peat Co., Inc	Wastewater Treatment-Dewatered Bio-Solids	\$ 1,720.00
96	Duke Energy	Electric Service	\$ 2,946.95
97	HD Supply Waterworks	PVC, Gaskets, Contact Parts Kit, Unions, Flange	\$ 504.07
98	Luzadder Inc.	Repair Communication Scada	\$ 1,170.00
99	Odyssey Manufacturing	Hypochlorite Solutions	\$ 2,848.56
100	Office Depot	Office Supply	\$ 51.44
101	Southern Analytical Laboratories, Inc	Environmental Testing	\$ 620.00
102	Sumter Electric	Electric Service	\$ 3,354.21
103	Sunshine State One Call of Florida	Locators for Month of June 2014	\$ 414.53
104	Syn-Tech Systems, Inc	Super Maintenance Agreement	\$ 576.18
105	TAW	Foot Mount Motor	\$ 1,692.58
106	The Dumont Company, Inc	Hypochlorite Solutions, Clear Flow	\$ 2,275.50
107	The Village Mower & Repair	Knob, Trimmer Head Housing, Univ Head w/Line	\$ 45.82
108	UPS	Postage	\$ 29.04
109	USA BlueBook	Hach Nitrate, Autoclave, Odor, Phenylarsine Oxide	\$ 218.95

**MISCELLANEOUS**

110	Florida Elections Commission	Election Assessment	\$ 197.00
111	General Fund	February 2014 Gas Consumption	\$ 4,484.26
112	Legal Shield	Monthly Legal Insurance	\$ 164.40

**GREENWOOD CEMETERY**

**ATTORNEYS/CONSULTANTS/SURVEYORS**

113	LPG Urban & Regional Planners, Inc	Task 1: Create District Area Map	\$ 950.00
114	Potter Clement Bergholtz Alexander	Special Magistrate	\$ 612.50

**FUEL INVENTORY**

115	Stone Petroleum Products, Inc	Unleaded Gasoline	\$ 7,790.58
116	Stone Petroleum Products, Inc	Ultra LSD Fuel	\$ 1,664.50

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<b>TOTAL</b>	<b>\$ 277,362.94</b>
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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: \_\_\_\_\_  
Cassandra Lippincott, City Clerk/Finance Dir.

\_\_\_\_\_  
Ed Wolf, Mayor

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Autozone 6341 Annexation, Case AN 1407-01

Approval of Ordinance O2014-35

**REQUESTED ACTION:**

Work Session (Report Only)

**DATE OF MEETING:** 7/14/14 First Reading  
7/28/14 Adoption

Regular Meeting

Special Meeting

**CONTRACT:**

N/A

Vendor/Entity: \_\_\_\_\_

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

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

Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

Annual

**FUNDING SOURCE:** \_\_\_\_\_

Capital

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

N/A

**HISTORY/FACTS/ISSUES:**

The applicant, Autozone Stores, Inc., has submitted a voluntary annexation application for parcel D17=034. The property to be annexed totals 1.09 +/- acres and is located at the southwest corner of the intersection of C-466 and the CSX right-of-way.

Annexation into the City is appropriate because the property is contiguous to the City limits and contained within the City's Joint Planning Area with Sumter County.

The applicant has submitted a Small Scale Comprehensive Plan Amendment and a Rezoning application for the subject property. Those applications will be brought to Commission in the near future should the Commission move to annex the property.

**Staff recommends approval of Ordinance O2014-35.**



Melanie D. Peavy  
Development Services Director



**ORDINANCE NO. O2014-35**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.09 ACRES BEING GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 466 AND WEST OF THE CSX RIGHT-OF-WAY; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Now, therefore, **BE IT ORDAINED** by the City Commission of the City of Wildwood, Florida:

**SECTION 1.** Based upon the petition of the owner/purchaser of the following described real property, which is generally located on the south side of County Road 466 and west of the CSX right-of-way, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Section 171.044, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida owned by Sumter County, Florida, a political subdivision of the State of Florida, under contract to Autozone Stores, Inc., a Nevada corporation, is more particularly described as follows:

**Parcel D17=034**  
**Sumter County, Florida / Autozone Stores, Inc.**  
**1.09 +/- Acres**

**LEGAL DESCRIPTION**

A PORTION OF LANDS DESCRIBED IN O.R. BOOK 229, PAGE 08, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF S,R, 466, (THE NORTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST) WITH THE CENTERLINE OF SEABOARD COAST LINE RAILROAD COMPANY'S MAIN LINE, BALDWIN-WILDWOOD TRACK; THENCE RUN

N 89°49'50" W. ALONG THE ABOVE SAID CENTERLINE OF S.R. 466, A DISTANCE OF 51.17 FEET TO THE POINT OF BEGINNING; 1) THENCE CONTINUE N.89°49'50"W., ALONG SAID CENTERLINE A DISTANCE OF 199.58 FEET; 2) THENCE RUN S.12°07'27 E., A DISTANCE OF 273.64 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET; 3) THENCE RUN S. 89°43'26" E., ALONG THE NORTH RIGHT-OFWAY LINE OF MAIN STREET A DISTANCE OF 199.66 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SEABOARD COAST LINE RAILROAD COMPANY'S MAINLINE BALDWIN-WILDWOOD TRACK, SAID POINT ON THE WESTERLY RIGHT-OF-WAY LINE, BEING 50.0 FEET FROM AND AT RIGHT ANGLES TO THE CENTERLINE OF EXISTING RAIL; 4)THENCE RUN N.12°07'27" W. ALONG THE WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 274.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.09 ACRES, MORE OR LESS.

**SECTION 2.** All of the above described annexed property shall liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

**SECTION 3.** All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

**SECTION 4.** Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

**SECTION 5.** Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

**SECTION 6.** If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

**SECTION 7.** This Ordinance shall take effect upon final approval by the City Commission.

**DONE AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2014, by the City Commission of the City of Wildwood, Florida.

SEAL

ATTEST:

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

\_\_\_\_\_  
Cassandra Lippincott, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Ashley Hunt, City Attorney

**Ordinance O2014-35**  
**“Exhibit A”**  
**Sumter County / Autozone Annexation (D17=034)**  
**Location Map**



**Legend**

- D17=034
- City of Wildwood

I:\TerrGIS\Maps\Location\Location - Autozone.mxd - 7/8/2014 3:30:39 PM - toneal



City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



D17=034  
AUTOZONE

WILDWOOD, FLORIDA

JULY 2014

LOCATION MAP

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Revision of P.O. 2001.01

**REQUESTED ACTION:**

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 7/28/2014  
 Special Meeting

**CONTRACT:**  N/A  
Effective Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** N/A

Annual  
 Capital  
 N/A

**FUNDING SOURCE:** \_\_\_\_\_  
**EXPENDITURE ACCOUNT:** \_\_\_\_\_

**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

In 2009, we amended P.O. 2001.00, changing the department's pursuit policy; this was in reaction to a proposed State Bill which limited the liability to government entities. The policy was changed becoming P.O. 2001.01 which only allows the pursuit of violent felonies. However, the Bill failed in legislation. Since this time we have had a dramatic increase in subjects fleeing at high speeds, knowing the agency will not pursue. This has increase the danger to the citizens, having vehicles traveling at high speeds with any warning such as a patrol with lights and sirens.

We are always evaluating the trends and polices with the intent to protect the citizens and apprehend criminals, all while considering the liability to the City. This change will allow the pursuit of felony charges, vehicles without tags or obstructed tags which would give reason to believe the vehicle was or about to be used in a felony. There is also a prevision that if a particular vehicle or subject continuously without committing a felony, documentation can be forwarded to me via the chain of command for evaluation to determine if the actions of the continued pursuits outweigh the liability of authorizing a pursuit.

As with all pursuits, the safety and welfare of the public is continuously being weighed before and during encounters with suspected criminal activity.

E.W. Reeser, Chief 

RESOLUTION NO. R2014-22

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA  
AMENDING THE CITY OF WILDWOOD POLICE DEPARTMENT PURSUIT POLICY, PROCEDURE  
ORDER 2001.01 TO 2001.02, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, staff at the City of Wildwood has determined there is a need to amend the Police Department Pursuit Policy, Procedure Order 2001.01; and

**WHEREAS**, staff has reviewed the Pursuit Policy, Procedure Order 2001.01 and amended it as needed; and

**WHEREAS**, staff's recommended amendments are necessary to update the Pursuit Policy, Procedure Order 2001.01 to 2001.02 to ensure the continued safety and welfare of the public.

**NOW THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Wildwood Florida:

**SECTION 1:** The City of Wildwood Police Department Pursuit Policy, Procedure Order 2001.02 is amended as attached.

**SECTION 2:** This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

**PASSED AND RESOLVED** this 28th day of July, 2014, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Ed Wolf, Mayor

Approved as to form:

\_\_\_\_\_  
Ashley Hunt, City Attorney

**CITY OF WILDWOOD  
Police Department**

By order of the

**100 EAST HUEY ST  
Wildwood, Florida 34785**

Chief of Police

**Phone:( 352) 330-1355**

<b>PROCEDURAL ORDER</b>	<b>EFFECTIVE DATE</b>	<b>RESCINDS/AMENDS</b>	<b>NUMBER</b>
	<b>TBD</b>	<b>2001.01 (01/15/2009)</b>	<b><u>2001.02</u></b>

<p><b>REFERENCE: DISTRACTED DRIVING CARE AND OPERATION OF DEPARTMENT VEHICLES / EMERGENCY RESPONSE, PURSUIT PROCEDURES</b></p>
--

**INDEX AS:**

Distracted driving, Care and Operation of Department Vehicles, Crashes-Department Vehicles, Emergency Response, High / Low-Speed Pursuit.

**DISTRIBUTION:**

**All Personnel**

This order consists of the following:

- I. Purpose
- II. Policy
- III. Distracted Driving
- IV. Texting
- V. Vehicle Care
- VI. Routine Driving
- VII. Crashes or Damages
- VIII. Emergency Response
- IX. Pursuit procedures

**I. PURPOSE**

The purpose of this policy is to establish the guidelines for distracted driving, care and maintenance of department vehicles, as well as the guidelines for emergency response, vehicle pursuit.

**II. POLICY**

It is the intent of this department to carry out its mission and vision with the utmost efficiency. The goal is to draw concern to distracted driving and obtain full dollar value of the department's investment in personnel and motorized equipment. Our objective is to develop a well-managed vehicle maintenance and safety program that will promote personal safety and vehicle maintenance.

In pursuits, or high-speed chases, the Wildwood Police Department will make every reasonable effort to stop violators. The protection of life and safety, both civilian and law enforcement is the foremost concern that governs this policy. Officers must balance the need to stop a suspect against the potential threat to themselves and the public created by a high-speed pursuit.

### III. DISTRACTED DRIVING

Distracted driving is any non-driving activity a person engages in that has the potential to distract him or her from the primary task of driving and increase the risk of crashing. While all distractions can endanger drivers' safety, texting is the most alarming because it involves all three types of distraction.

This department understands that there will be instances that department employees are going to be distracted during law enforcement functions such as patrolling for law and traffic violators, listening, transmitting on the radio, operating radar and monitoring equipment while operating a police vehicle. The intent of this policy is to establish that each employee must use due diligence when operating a patrol vehicle in law enforcement related functions.

1. ~~There are three main types of distraction:~~
  - ~~Visual — taking your eyes off the road~~
  - ~~Manual — taking your hands off the wheel~~
  - ~~Cognitive — taking your mind off what you're doing~~
2. There are other distracting activities, which include law enforcement related and non- law enforcement related functions such as but not limited to:
  - a. Using a cell phone
  - b. Eating and drinking
  - c. Talking to passengers / FTO Training
  - d. Grooming
  - e. Reading, including maps
  - f. Using a PDA or navigation system
  - g. ~~Utilizing your in-car computer system~~
  - h. Changing the radio station, CD.
  - i. Radio listening / transmission
  - j. Looking for criminal activity
  - k. Looking for traffic violators
  - l. Any other distractions not listed

All efforts will be made to conduct non law enforcement distraction related actions while the vehicle is not in motion. If law enforcement related distraction related actions are not necessary while in motion, the officer will make all efforts to complete the actions while not in motion.

### IV. TEXTING

Texting- refers to the exchange of sending of written and receiving of and / or reading messages between a mobile electronic device and or network.

~~This department has to address the fact that there are instances that department employees can be distracted from driving during non-law enforcement functions such as but not limited to eating, grooming, texting, changing radio stations, utilizing the in-car computer system, using PDA or other electronic devices, drinking and talking to passengers.~~

For the purpose of this policy department employees are prohibited from ~~using their in-car computers systems and~~ texting while the patrol vehicle is in motion. Officers shall refrain from becoming distracted while utilizing the various devices during non-law enforcement related driving activities. Department employees shall at all times use due diligence when talking on their cell phones and utilizing other distracting devices during law enforcement related driving activities. In either case it may be necessary for the employee to pull off to a safe location to utilize their electronic device. Any vehicle that is equipped with hands free device for telephone/ communication purposes will be utilized unless confidentiality or other circumstances prevent the use of.

## V. VEHICLE CARE

- A. Each officer will inspect his/her vehicle at the start of his/her tour of duty for the following:
1. Glass
  2. Steering
  3. Windshield wipers
  4. Horn
  5. Headlights
  6. Spotlight, tail, tag and brake lights
  7. Turn signals
  8. Exhaust system
  9. Brakes
  10. Tires
  11. Fire extinguisher
  12. Radio
  13. Siren and emergency lights
  14. Spare tire, jack tools, first aid equipment etc.-issued/required equipment
  15. Car cleanliness
  16. Maintenance sticker
  17. Damage and needed repair
- B. Any mechanical problems or damage will be reported immediately to the Shift Supervisor.
- C. With the aforementioned checks, the officer accepts the vehicle in good condition when irregularities are not noted. Any damage found later will place the officer in an accountable position.
- D. The officer will check the oil, water, ~~battery~~ and transmission fluid levels to ensure they are at prescribed levels. ~~pre-shift on their first date back to work.~~
- E. The department vehicles are to be serviced as close to the mileage indicated by Fleet Maintenance as possible.
- F. The assigned officer is responsible for all service or repairs, by notifying the Shift Supervisor of the needed repairs.
- G. If a repair is needed the vehicle will be turned in to Fleet Maintenance with a repair slip

visibly on the dash that has been signed by a supervisor.

- H. It is the officer's responsibility to ensure their vehicles are kept washed, vacuumed and equipped with all required accessories. The officer will keep their vehicle free from excessive trash and disorder. The officer will remove all trash and ensure their vehicle is neat and organized by the end of shift on their last work day prior to their days off.

## **VI. ROUTINE DRIVING OPERATIONS**

- A. Safe driving practices must be followed in all situations.
- B. Routine patrol requires adherence to all traffic laws.
- C. Department vehicles are not to be used to push, pull or tow other vehicles unless authorized by a supervisor or exigent circumstances prove an immediate need for safety and time is a factor.
- D. Officers will wear safety belts during vehicle operations.

## **VII. CRASHES OR DAMAGE**

- A. Anytime a department vehicle is involved in a crash or is damaged in any way, the operator will immediately notify the Shift Supervisor. The Shift Supervisor will investigate the incident and submit a written report of the account to the Division Commander.
- B. Officers will be held accountable for all damage caused by abuse, careless handling or a crash in which the officer is at fault. In these instances, disciplinary action may be taken.
- C. In the event of a crash, the Shift Supervisor will request the Florida Highway Patrol notified and request them to investigate the crash. In the event F.H.P. is not available, a request will be made for Sumter County Sheriff's Office to investigate. If neither are available or there would be a lengthy response and if all parties agree, the Wildwood Police Department can conduct the investigation. A subordinate cannot work a crash of a supervisor.
- D. All crashes will be followed by established City of Wildwood protocol, following the immediate notification of the Division Commander by the Shift Supervisor.

## **VIII. EMERGENCY RESPONSE**

- A. Response of vehicles will Code 1, 2 or 3. All responses are presumed to be code 1 unless otherwise designated.
  - 1. Code-1, Normal response, all traffic laws are to be obeyed.
  - 2. Code-2 Emergency calls, emergency lights activated and ~~or~~ siren can be used intermittently to warn vehicle and pedestrian traffic along the way. Caution and discretion are to be used when approaching intersections and hazards. This would likely be the response given if responding to an in progress crime and not wanting the suspect to be aware of the officers arrival. Driving can be adjusted and emergency equipment disengaged to not give advanced warning to suspects on in progress type calls.

3. Code-3 Emergency calls, emergency lights and siren will be used at all times. Caution and discretion are to be used at intersections and hazards. This will be authorized if the potential immediate danger to a person's well-being or potential of great property loss exists. Other circumstances should be cleared by the Shift Supervisor.
  4. Responding to calls regardless of Code-1,2 or 3, Officers will come to a complete stop at red light intersections and stop signs to ensure they are seen and the path is clear before proceeding through.
- B. The dispatcher receiving the call is in a good position to relay all of the facts received and any dangers that they have been advised of. This can help in determining the proper response.
- C. The Shift Supervisor upon hearing the facts may recommend the appropriate Code Responses.
- D. The officer can determine the appropriate response based on the facts, conditions and distance to be traveled.
- E. Once a response other than Code-1 has been determined, as the officer begins their response they will notify dispatch via radio transmission advising they are "code 2" "~~10-18x~~" or "~~10-18~~" code 3".
- F. Officers of the Wildwood Police Department shall operate their vehicles under emergency conditions with the following restraints.
1. Officers shall not operate their vehicles at a speed or in a manner that interferes with their complete control of the vehicle at all times. Officers shall not operate their vehicles in a manner which would endanger other vehicles or persons in the area of the officer's vehicle.
  2. Officers will not enter an intersection until all other traffic has yielded the right of way to the emergency vehicle. The officer will come to a complete stop at red lights and stop signs to ensure they have been seen and the path is clear before entering the intersection.
  3. The basic rules of traffic safety will be adhered to regardless of the nature of the emergency.
  4. Safe arrival is always to be considered paramount to reckless and hazardous response.
- G. Florida State Statute as applied to emergency response shall be followed.
1. Authorized emergency response vehicles shall follow the dictates of section 316.072(5), Florida Statutes, as amended, in response to an emergency.
  2. Florida Statute 316.072(5a), provides-in part, the driver of an authorized emergency vehicle, when responding to an emergency call, when in pursuit of a suspected or actual violator of the law is authorized to:

- a. Proceed past a red or stop signal, but only after slowing down as may be necessary for safe operation.
  - b. Exceed the maximum speed limits so long as he/she does not endanger life or property.
  - c. Disregard regulations governing directions or movement or turning in a specified direction, so long as he/she does not endanger life or property.
  - d. The foregoing provisions shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the driver from the consequences of reckless disregard for the safety of others.
  - e. Authorized emergency response vehicle shall follow the dictates of section 316.126, Florida Statutes, as amended, in responding to an emergency.
3. Nothing herein contained shall diminish or enlarge any rules of evidence or liability in any case involving the operation of an emergency vehicle.
  4. This section shall not operate to relieve the driver of an emergency vehicle from the duty to drive with due regard for the safety of all persons using the highways, roads and streets.

## **IX. PURSUIT PROCEDURES**

### **A. Decision to Pursue**

1. An officer may engage in a high-speed vehicle pursuit when they have a reasonable suspicion to believe the fleeing suspect has committed or has attempted to commit or has a warrant for a ~~foreible violent~~ felony. Fleeing and eluding in itself is not a pursuable felony. A high-speed pursuit for other offenses is prohibited. ~~A high speed pursuit of subjects with warrants for violation of probation of a foreible violent felony in and by itself is prohibited.~~ An officer should make a reasonable attempt to obtain tag information and receive a response from FCIC/NCIC prior to disengaging. The officer will be mindful of all environmental conditions and public safety risks while doing so. Public safety will always be the foremost concern. If a vehicle is encountered that has a improper tag or no tag, hidden or obstructed tag that appears to be intentional and concealing a majority of the tag, and flees it will be considered as if it is involved in criminal activity and can be pursued. A vehicle or driver that has a documented history of regularly fleeing law enforcement can be reported to command staff with supporting documentation via chain of command and authorization to pursue may be granted by the Chief of Police or designee. This procedure will be reserved for exigent circumstances in which the necessity exists to protect the public due to repeated lack of regard to the public.
2. A Shift Supervisor may authorize the pursuit of a vehicle, when a reasonable suspicion exists, indicating a domestic security threat. This decision shall be based upon credible information from a reliable source, i.e., F.B.I., Homeland Security, etc.

3. A Shift Supervisor may authorize the high-speed pursuit of a vehicle when exigent circumstances exist and there is a reasonable belief that the continuing conduct of the subject presents an immediate and life threatening danger to the public, officers or the subject.
4. The officer's decision to initiate the a high-speed pursuit ~~must be based on the conclusion that the danger to the public created by the pursuit is less than the immediate or potential danger to the public should the subject remain at large.~~ must be weighed at all times against the potential dangers. Many factors have a bearing on this decision to include but not limited to:
  - a. The originating offense is within the Wildwood Police Department Policy
  - b. Alternate means of apprehension
  - c. The potential for endangerment of the public caused by the eluding acts of a fleeing violator.
  - d. The amount of vehicle and pedestrian traffic.
  - e. The possibility of identifying the violator at a later time.
  - f. Daylight or darkness
  - g. Weather conditions
  - h. Road conditions
  - i. Type of police vehicles
  - j. Vehicle speeds.
  - k. Actions and driving patterns of the fleeing violator.
5. Once the decision to engage in a high-speed pursuit has been made, the above listed factors shall continue to be evaluated at all times during the pursuit.
6. ~~Officers~~ Road patrol Supervisor and Commanders at all levels have a responsibility to closely monitor the progress of each pursuit. The need for apprehension of a subject must constantly be weighed against the potential danger of the pursuit. As soon as the danger of the pursuit outweighs the apprehension, the pursuit is to be cancelled.

#### B. Vehicle Pursuit Communication

1. Upon initiating a high-speed pursuit the officer will immediately notify dispatch of as much information as possible to include but not limited to, providing the accurate description of the vehicle, tag number, number of occupants, location, speeds, direction of travel and the initiating reason. ~~The officer will then request emergency radio traffic. (10-33traffic)~~ Dispatch will initiate emergency traffic.
2. Dispatch will then ensure the Shift Supervisor has heard the transmission and is monitoring the pursuit.
3. The officer will keep dispatch informed of locations, speed, traffic conditions, directions of travel providing regular updates with changes. Once a secondary pursuit vehicle is involved that officer will take over all radio transmissions.
4. If a decision to terminate or cancel the pursuit is made, the Shift Supervisor

will notify the pursuing units to cancel, the order will then be repeated by dispatch, advising all units of the termination of the pursuit. All units involved or en route are to acknowledge the termination via radio transmission to dispatch.

5. Any officer who observes another not terminating the pursuit will immediately notify dispatch, who will then re-transmit the order. If there is still a failure to terminate, the Shift Supervisor will begin an immediate inquiry to determine the cause of non-compliance.

### C. Conduct of the Pursuit

1. The primary pursuit vehicle and the secondary will be the only units actively engaged in the pursuit unless other units have been authorized by the Shift Supervisor.
2. The secondary pursuit vehicle shall not follow too closely and shall not attempt to pass the primary unit unless the primary unit is forced to disengage from the pursuit.
3. The continuous use of emergency lights and sirens will be in use by all units engaged in the pursuit.
4. When possible officers not involved in the pursuit shall attempt to prevent the public from entering into the pursuit area.
5. Any time a pursuit is initiated by an unmarked police car equipped with lights and siren, a marked or unmarked S.U.V.(sport utility vehicle) equipped with lights and sirens, or a motorcycle unit they will only remain as primary until a marked police car can take over as primary in the pursuit. Any non-pursuit rated vehicle will not engage in a high speed pursuit.
6. Whenever possible a K-9 unit should be utilized as the ~~secondary~~ primary pursuit vehicle. unit to assist with the apprehension and/or tracking of the subject should the subject flee from the vehicle.
7. At no time will an officer with any civilian passenger, or prisoner engage in a pursuit.
8. Officers shall not use their vehicle to disable or crash a moving suspect vehicle unless the circumstances once weighed, the action is necessary for the safety of the community and authorization from the highest ranking supervisor available is obtained.

~~At no time shall an officer utilize their vehicle as a weapon to crash the suspect vehicle or attempt to disable it unless in compliance with the Wildwood Police Department Use of Force Policy and deadly force is necessary as a last resort.~~

## D. Responsibilities

1. Primary Pursuit Vehicle
  - a. Maintain visual contact with the suspect
  - b. Give initial and updated information (until secondary unit) with regards to location, speeds, suspect and vehicle information as well as reason for pursuit.
  - c. Constantly evaluate all factors to continue or discontinue the pursuit.
  - d. Assume responsibility for all reports stemming from the pursuit.
  - e. Shall complete a Vehicle Pursuit Form and submit to Shift Supervisor.
2. Secondary Pursuit Vehicle
  - a. Handle all radio communications updating information relating to conditions, speeds, locations, direction of travel or other factors relevant to the pursuit.
  - b. Constantly evaluate all factors to continue or discontinue the pursuit.
  - c. Assist the primary unit as needed.
3. Shift Supervisor
  - a. Shall immediately take command and control of the pursuit and shall constantly evaluate all factors provided to continue or discontinue the pursuit.
  - b. Any higher-ranking Divisional Supervisor can take command.
  - c. Shall have overall responsibility for the decisions concerning the continuance or discontinuance of the pursuit.
  - d. Shall ensure the pursuit is in compliance with the Wildwood Police Department Policy.
  - e. Shall be responsible for requesting support from other agencies, i.e., K-9, air support etc.
  - f. Shall ensure that reasonable efforts are made to ensure there are units available for calls for service.
  - g. Shall be responsible for ensure all reports are completed. Shall ensure a Vehicle Pursuit Form is completed and submitted to the Division Commander with copies of any incident/accident reports attached.

## E. Multi-Jurisdictional Vehicle Pursuit

1. Vehicle pursuits from the City of Wildwood into other jurisdictions.
  - a. Officers engaged in a high-speed pursuit that leaves the City of Wildwood may continue the pursuit into another jurisdiction unless cancelled by a supervisor. ~~with approval of the Shift Supervisor.~~
  - b. The Shift Supervisor is responsible for immediately notifying any jurisdictions the pursuit is entering via dispatch. This notification should include any information on the vehicle, suspect, charges, speeds, length of pursuit, driving patterns etc.

- c. The Jurisdictional Authority where the pursuit enters will be responsible for determining if they will assist with the pursuit.
- d. If the agency will assist, The Shift Supervisor can request that the jurisdictional authority will assume command once their personnel has engaged.
- e. Upon an arrest of the pursued, the requirements of Florida Statute 901.25 as amended, shall be followed and the arrestee be taken before a judge in the county in which the arrest is made.
- f. If the jurisdictional agency assumes command and makes the decision to disengage from the pursuit this does not mean the Wildwood Police Department is required to terminate, however, if requested, officers from the Wildwood Police Department will honor their request and discontinue the pursuit immediately upon notification.
- g. Officers engaged in pursuits outside the City of Wildwood shall adhere to all of the policies and procedures of the Wildwood Police Department regardless of the other jurisdictions actions or the details of their policies.

2. Vehicle pursuits entering the City of Wildwood;

- a. If a vehicle pursuit be conducted by another agency enters the City of Wildwood, the Wildwood Police Department Shift Supervisor via dispatch will attempt to obtain all information regarding the pursuit such as the reason for the pursuit, charges, any pertinent details, suspect/vehicle information and any information possible with regards to the pursuit length, driving patterns and speeds etc..
- b. If it is determined by the Wildwood Police Department Shift Supervisor that continuing the pursuit would be a detriment to public safety, the pursuing agency will immediately be asked via dispatch to terminate the pursuit immediately, dispatch will follow this with a tele-type to that agency requesting the same.
- c. In the event the pursuing agency fails to terminate the pursuit the Wildwood Police Department will make every effort to ensure public safety by attempting to prevent the public from entering the pursuit area.
- d. If the decision to engage in the pursuit is made the Wildwood Police Department will assist in a backup capacity unless it appears the pursuit will be within the city limits for an extended period of time, in that situation the Wildwood Police Department will notify the pursuing agency ~~that we will be assuming command of the pursuit. (Exception being the Sumter County Sheriff's Office).~~ that based on geographical knowledge we would be willing to take the lead.
- e. Once the Wildwood Police Department ~~has command~~ assumes the lead it will be the Shift Supervisors responsibility to ensure operations precede as

if the pursuit was initiated by this agency and all officers remain within Wildwood Police Department Policy.

- f. ~~If the Wildwood Police Department is the arresting agency will also ensure that upon arrest of pursued,~~ the requirements of Florida Statute 901.25, as amended, shall be followed and the arrestee be taken before a judge in the county in which the arrest is made.

#### F. Termination of Pursuit

1. When a Supervisor, Commander or primary pursuit vehicle makes a decision that a pursuit is to be terminated or cancelled, all officers engaged will immediately stop following and/or stop any attempts to apprehend the suspect, dispatch will also transmit the order. Officers will immediately turn off all emergency equipment when it is safe to do so and pull off of the roadway and/or turn in a different direction. All officers will acknowledge they have terminated the pursuit via radio transmission to dispatch.
2. Any attempts to reengage a suspect vehicle once a pursuit has been terminated must be authorized by a Shift Supervisor and cleared through a Division Commander.
3. A pursuit will be terminated if radio communication is lost and pursuing units can no longer communicate with Wildwood Police Department Dispatch.

#### G. Tire Deflation Devices

1. Tire deflation devices may be utilized during a pursuit as a technique to attempt to safely stop a fleeing vehicle.
  - a. Tire deflation devices will only be deployed by officers who have received training.
  - b. Tire deflation devices will not be deployed on motorcycles, mopeds, or any type of A.T.V. (all-terrain vehicle) or similar vehicle.
  - c. Officers involved in the deployment of tire deflation devices shall ensure civilian traffic is not at risk.
  - d. Upon deployment and retraction of a tire deflation device officer will immediately notify the Shift Supervisor as to the deployment and its success or failure.

#### H. Low speed pursuit

1. For the purpose of this policy a low speed pursuit will be considered a pursuit in which the vehicle is not engaging in speeds unreasonably above the posted speed limit for the area traveled, not making unsafe evasive maneuvers or actions that would endanger the safety of the public or property. The suspect is simply refusing to stop the vehicle.

2. An officer may engage in a low speed pursuit provided the following.
  - a. The officer is within the performance of their legal duties and has legal established ~~probable~~ cause to initiate the traffic stop.
  - b. The suspect takes no evasive actions that could reasonably demonstrate a possibility of endangering the public or property.
  - c. Speeds are considered low and reasonably in compliance with the posted speed limit of the area being pursued.
  - d. There is no reasonable suspicion the driver of the vehicle is under the influence of alcohol or other substances.
3. The same pursuit procedures ~~listed above~~ apply to a low speed pursuit, the officer will constantly monitor the drivers behavior, ~~if any indication of changes exist, i.e., speeds increase, erratic driving patterns, any danger to public safety or property. the pursuit will be terminated immediately.~~
4. ~~If the pursuit is exiting the jurisdiction of the Wildwood Police Department, the pursuit will be terminated immediately unless authorized by the Shift Supervisor to continue.~~

#### I. Post pursuit reporting

1. An incident report will be completed by ~~the primary pursuit officer, or the officer assigned by the Shift Supervisor.~~
2. A Vehicle Pursuit Form will be completed by the reporting officer. The officer will complete the officer sections of the form, attach copies of the incident report as well as any crash reports.
3. All officers involved will be responsible for supplemental reports.
4. The Shift Supervisor will ensure the officer sections of the Vehicle Pursuit Form are complete, as well as the incident report and supplements. The Shift Supervisor will then complete the supervisor section of the form and submit the form to the Division Commander for review.
5. Any pursuit found to be in violation of Wildwood Police Department policy could result in disciplinary action of the officer(s) and/or supervisors involved.

## WILDWOOD POLICE DEPARTMENT VEHICLE PURSUIT FORM

Note: FOR INTERNAL USE ONLY  
This section to be completed by officer:

1. Officer: \_\_\_\_\_  
*Name* *Officer ID#*

2. Original Incident: \_\_\_\_\_  
*Case#*

Offenders Name: \_\_\_\_\_  
 Race: \_\_\_\_\_ Sex: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ DOB: \_\_\_\_\_  
 DL#: \_\_\_\_\_  
 Charges: \_\_\_\_\_  
 Vehicle Tag: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_  
 Registered Owner(if other than suspect) \_\_\_\_\_  
 Pursuit Information:  
 Date of Pursuit: \_\_\_\_\_ Time Initiated: \_\_\_\_\_ Time Terminated: \_\_\_\_\_  
 Agency Initiated (if other than WPD) \_\_\_\_\_  
 Suspected Crime: \_\_\_\_\_  
 Point of Origin: \_\_\_\_\_  
 Point of Termination: \_\_\_\_\_  
 Vehicle Speeds: \_\_\_\_\_ Weather: \_\_\_\_\_ Traffic: \_\_\_\_\_  
 Vehicle Crash: \_\_\_\_\_yes \_\_\_\_\_no Tire Deflation Device: \_\_\_\_\_yes \_\_\_\_\_no  
 List any injuries directly related to pursuit: \_\_\_\_\_  
 Photographs of injuries: \_\_\_\_\_yes \_\_\_\_\_no  
 Medical treatment of offender: \_\_\_\_\_yes \_\_\_\_\_no \_\_\_\_\_refused  
 If yes, where: \_\_\_\_\_ By whom: \_\_\_\_\_  
 Number of crashes: \_\_\_\_\_ F.H.P. Case# \_\_\_\_\_

Crash victim	Address	Phone	Injuries

**Law Enforcement Involved:**

List assisting agencies: \_\_\_\_\_

Law Enforcement Officer /ID# Agency(if other than WPD) Primary/Back up

Law Enforcement Officer /ID#	Agency(if other than WPD)	Primary	Back up

**Crashes Involving Law Enforcement:**

Law Enforcement Officer Agency Injuries

Law Enforcement Officer	Agency	Injuries









## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

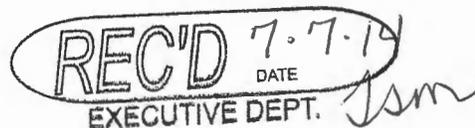
MARJORY STONEMAN DOUGLAS BUILDING  
3900 COMMONWEALTH BOULEVARD  
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

July 1, 2014



Congratulations again on your award for the Florida Recreation Development Assistance Program grant for FY 2014-2015.

Since our department is implementing a paperless process to create improved customer service with faster response times and reduced costs, please find attached one original Agreement. After your review please sign and date where appropriate and return the original to the mailing address below. This document should be returned to us on or before September 2014. Upon final execution by the Department, an original will be emailed to you for your records.

Please be aware that this grant project must be completed and all documentation associated with it finalized within a 36 month time frame or your grant funds will return to the original funding source.

All information and project forms necessary for the administration, reimbursement and completion of this project can be found at [www.dep.state.fl.us/parks/oirs](http://www.dep.state.fl.us/parks/oirs)

If you have questions or need more information please reply to this email address or call (850) 245-2501.

Mailing address:  
Land and Recreation Grants  
Office of Operations  
3900 Commonwealth Boulevard, MS 585  
Tallahassee, Florida 32399-3000

DEP Agreement No. A5035  
CSFA Number: 37.017  
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
PROJECT AGREEMENT (SFY 2014-2015) – **DEVELOPMENT**

This PROJECT AGREEMENT is made and entered into this   <sup>NO</sup>   day of \_\_\_\_\_, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Mail Station 595, Tallahassee, Florida 32399 hereinafter called the DEPARTMENT, and the **CITY OF WILDWOOD**, whose address is **100 North Main Street, Wildwood, Florida 34785** hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall become effective upon execution by both parties and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before **April 30, 2017** (hereinafter referred to as the PROJECT completion date).
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as **MLK Park** (Florida Recreation Development Assistance Program (FRDAP), FRDAP Project Number **A15035**), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Commencement Documentation Checklist, DEP Form FPS-A034.
3. The GRANTEE agrees to conduct the PROJECT in accordance with the terms and conditions set forth in this AGREEMENT, Attachment 1, PROJECT Work Plan, and all exhibits and attachments references herein and made a part hereof. PROJECT ELEMENTS may be modified by the DEPARTMENT if the GRANTEE shows good cause and the DEPARTMENT approves the modification. Any revisions to the PROJECT ELEMENTS as set forth in the approved Project Application and Attachment 1 must be formally requested by the GRANTEE and, if agreed upon by the DEPARTMENT, the modifications will be reduced to writing in an amendment to this PROJECT AGREEMENT. PROJECT planning expenses cannot exceed 15% of the PROJECT cost to be eligible for reimbursement.

4. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes; and chapter 62D-5, Part V, Florida Administrative Code, effective August 15, 2004, hereinafter called the RULE. The GRANTEE shall become familiar with and comply with all provisions of the RULE, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall apply to this PROJECT AGREEMENT.
5. All forms referenced in this PROJECT AGREEMENT may be found at [www.dep.state.fl.us/parks/oirs](http://www.dep.state.fl.us/parks/oirs).
6. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program, Commencement Documentation Checklist, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development.
7. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to completion of the PROJECT construction and shall certify that it has done so to the DEPARTMENT by completing the Project Completion Certification, DEP Form FPS-A037, referenced in s. 62D-5.058(7)(d) of the RULE.
8.
  - A. The GRANTEE may subcontract work under this PROJECT AGREEMENT without the prior written consent of the DEPARTMENT'S Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The GRANTEE may also be required to submit a copy of each executed subcontract to the DEPARTMENT within ten (10) days after execution. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the GRANTEE that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
  - B. Subcontractors - Payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the GRANTEE. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/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 subcontractor exceeded the rates supported by audit, the GRANTEE shall be required to reimburse such funds to the DEPARTMENT within thirty calendar (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 GRANTEE'S contract obligations to the Subcontractor, the DEPARTMENT shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees (other than title work), 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:

- i. The GRANTEE may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment 1. 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.
  - ii. The GRANTEE 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 GRANTEE shall request the advance written approval from the DEPARTMENT'S Grant Manager of the fixed price negotiated by the GRANTEE. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Grant Manager's approval of the fixed price amount, the GRANTEE may proceed in finalizing the fixed price subcontract.
  - iii. All subcontracts are subject to the provisions of paragraph 8 and any other appropriate provisions of this PROJECT AGREEMENT which affect subcontracting activities.
9. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the owner, or by the GRANTEE if the owner has given GRANTEE authority to do so. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
10. The GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the PROJECT is complete. The sign must be installed on the PROJECT site and approved by the DEPARTMENT before the final PROJECT reimbursement request is processed.
11. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
12. A. The DEPARTMENT shall compensate the GRANTEE, on a reimbursement basis, funds not to exceed **\$ 50,000.00**, which will pay the DEPARTMENT'S share of the cost of the PROJECT ELEMENTS as set out in Attachment 1. The total amount of DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	\$ 50,000.00	100%
GRANTEE Match:	0	0%
Type of Match:	N/A	

If the total cost of the PROJECT exceeds the grant amount and the required match, the GRANTEE must pay the excess cost.

- B. Prior written approval from the Department's Grant Manager shall be required for changes within approved task budget categories of up to 10% of the total task budget amount. Changes less than 10% of the total approved task budget will require a formal change order to the PROJECT AGREEMENT. Changes greater than 10% of the total approved task budget and/or increase or decrease the total funding amount will require a formal amendment to the PROJECT AGREEMENT.
13. The GRANTEE shall submit invoices upon the completion of all Work Elements in Attachment 1 and submission of all deliverables. Each PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final reimbursement request, the DEPARTMENT'S Grant Manager shall review the Completion Documentation Checklist and reimbursement request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program, Completion Documentation Checklist, DEP Form FPS-A036, referenced in paragraph 62D-5.058(7)(d) of the RULE, the DEPARTMENT will approve the request for final PROJECT payment. The final PROJECT payment will not be processed until the match requirement has been met.
  14. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
  15. In addition to the invoicing requirements contained in the paragraph above, the DEPARTMENT will periodically request proof of a transaction (such as invoice or payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines). When requested, this information must be provided within thirty (30) calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>, which the GRANTEE shall follow.
  16. The GRANTEE agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. A copy of this PROCEDURE has been provided with this PROJECT AGREEMENT and may also be found at <http://www.dep.state.fl.us/parks/oirs>. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized

on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for FRDAP funds disbursed for the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

17. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE'S eligible wages and salaries.
18. It is understood by the GRANTEE that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
19. The State of Florida's performance and obligation to pay under this PROJECT AGREEMENT is contingent upon an annual appropriation by the Legislature. The GRANTEE understands that this PROJECT AGREEMENT is not a commitment of future appropriations.
20. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.
21. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
22. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
23. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by the GRANTEE prior to execution of this PROJECT AGREEMENT in accordance with s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.

Preagreement Expenses Approved:

Description of Work Performed	Amount Approved
N/A	\$0
Total Preagreement Expenses Approved:	\$0

24. All payment requests and completion documentation shall be due to the DEPARTMENT within thirty (30) days of construction completion. Project completion means the PROJECT is open and available for use by the public. PROJECT must be designated complete prior to release of the final PROJECT payment. See Rule 62D-5.054(41). Ten percent (10%)

of the total grant amount will be held until Completion Documents have been received and approved by the DEPARTMENT.

25. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) 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 Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- 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.

26. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for noncompliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund

was required and continues to accrue until the date the refund and interest are paid to the DEPARTMENT.

27. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this PROJECT AGREEMENT in accordance with generally accepted accounting principles consistently applied, including the PROCEDURE. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this PROJECT AGREEMENT and for five (5) years following PROJECT AGREEMENT completion or resolution of any dispute arising under this PROJECT AGREEMENT. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
28.
  - A. In addition to the requirements of the preceding paragraph, the GRANTEE shall comply with the applicable provisions contained in **Attachment 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment 2** summarizes the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of **Attachment 2**. A revised copy of **Exhibit 1** must be provided to the GRANTEE for each amendment which authorizes a funding increase or decrease. If the GRANTEE fails to receive a revised copy of **Exhibit 1**, the GRANTEE shall notify the DEPARTMENT'S Grant Manager to request a copy of the updated information.
  - B. The GRANTEE is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this PROJECT AGREEMENT. The GRANTEE shall consider the type of financial assistance (federal and/or state) identified in **Attachment 2, Exhibit 1** when making its determination. For federal financial assistance, the GRANTEE 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 GRANTEE shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:  
<https://apps.fldfs.com/fsaa>

The GRANTEE should confer with its chief financial officer, audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.
29. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE'S noncompliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the final reimbursement due the DEPARTMENT.
30.
  - A. The accounting systems for all GRANTEES must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. GRANTEES are prohibited from commingling funds on

either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a GRANTEE'S, or subrecipient's, accounting system cannot comply with this requirement, the GRANTEE, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE under this PROJECT AGREEMENT for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the GRANTEE to the date repayment is made by the GRANTEE to the DEPARTMENT.
  - C. In the event that the GRANTEE recovers costs, incurred under this PROJECT AGREEMENT and reimbursed by the DEPARTMENT, from another source(s), the GRANTEE shall reimburse the DEPARTMENT for all recovered funds originally provided under this PROJECT AGREEMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the GRANTEE to the date repayment is made to the DEPARTMENT by the GRANTEE.
  - D. The GRANTEE shall include this provision in all subcontracts it enters into for the performance of work under this PROJECT AGREEMENT.
31. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent in writing by regular U.S. mail or electronic mail to the parties at the following addresses:

GRANTEE'S Grant Manager

Mr. Bill Ed Cannon  
City Manager  
100 North Main Street  
Wildwood, FL 34785  
bcannon@wildwood-fl.gov

DEPARTMENT'S Grant Manager

Angela Bright  
Florida Department of Environmental  
Protection  
3900 Commonwealth Blvd., MS585  
Tallahassee, Florida 32399-3000  
Angie.Bright@dep.state.fl.us

Any changes to the above contact information must be noticed in writing to the other party within ten (10) calendar days of the change.

32. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT'S Grant Manager, or successor, shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Grant Manager, identified in paragraph 31, or successor, shall act on behalf of the GRANTEE

relative to the provisions of this PROJECT AGREEMENT. The GRANTEE shall submit to the DEPARTMENT signed Project Status Reports on January 5<sup>th</sup>, May 5<sup>th</sup>, and September 5<sup>th</sup> of each year of the PROJECT AGREEMENT summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.

33. This PROJECT AGREEMENT may be terminated prior to the expiration date as follows:
- A. If for any reason the GRANTEE should fail to perform in a timely manner the obligations under this PROJECT AGREEMENT, or if the GRANTEE should violate any of the federal, state, or local laws pertinent to the FRDAP Program or otherwise, or violate any of the terms and conditions of this PROJECT AGREEMENT, the DEPARTMENT shall thereafter have the right to terminate this PROJECT AGREEMENT with prior notice. In the notice, the DEPARTMENT shall set the effective date of the termination, which may be upon receipt. The DEPARTMENT may, in its sole discretion, provide the GRANTEE an opportunity to cure the violations. If the GRANTEE does not cure or obtain an extension of time within the time period stated in the notice, this PROJECT AGREEMENT shall automatically terminate on the date indicated in the DEPARTMENT'S notice. In the event the DEPARTMENT terminates this PROJECT AGREEMENT for any of these reasons, the DEPARTMENT is not required to compensate the GRANTEE for any expenses incurred before or after such termination.
  - B. The DEPARTMENT may terminate this PROJECT AGREEMENT for convenience by providing the GRANTEE with thirty (30) calendar days written notice. The GRANTEE shall not incur new obligations for the PROJECT after the notice is received and shall cancel as many outstanding obligations as possible. The notice shall set out the procedures for proper closeout of the PROJECT AGREEMENT.
  - C. This PROJECT AGREEMENT may be unilaterally cancelled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this PROJECT AGREEMENT, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), Florida Statutes.
  - D. If no reimbursements have been made and GRANTEE wishes to withdraw the Project, the parties hereto may agree to terminate this PROJECT AGREEMENT for convenience as evidenced by written notice from the DEPARTMENT to the GRANTEE. The GRANTEE shall counter-sign the notice and the PROJECT AGREEMENT shall terminate on the date of GRANTEE'S counter-signature.
34. If the DEPARTMENT determines that site control is not sufficient under the RULE, or has been compromised, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to bring the site control into compliance with the RULE. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall terminate this PROJECT AGREEMENT and GRANTEE shall be responsible to reimburse the DEPARTMENT for grant funds expended, if any. Refusal or failure to reimburse the funds shall result in the GRANTEE remaining out of compliance and thereby ineligible for further grant funding.

35. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes, but is not limited to, compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
36. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the RULE shall have control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall have control over the Project Application documents.
37. A. No person on the grounds of race, creed, color, national origin, age, sex, marital status 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 PROJECT 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 contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list which may be found at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/discriminatory\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list). Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
38. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT; agrees to carry adequate liability and other appropriate forms of insurance. If the GRANTEE is self-funded for liability insurance, as appropriate and allowable under Florida law, then the GRANTEE warrants and represents 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. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
39. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT 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 to provide Workers' Compensation Insurance for all of the subcontractor's 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 PROJECT 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.

40. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
41. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
42. The PROJECT 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 PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida 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 PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
43. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
44. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
45. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the DEPARTMENT.
46. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, in the form of an Amendment duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

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The parties hereto have caused these presents to be duly executed on the day and year written above.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CITY OF WILDWOOD

By: \_\_\_\_\_<sup>NO</sup>  
Division Director (or Designee)  
Division of Recreation and Parks

By: \_\_\_\_\_  
Printed Name:  
Title:

\_\_\_\_\_<sup>NO</sup>  
Date

\_\_\_\_\_  
Date

Address:  
Land and Recreation Grants Section  
Florida Department of Environmental Protections  
3900 Commonwealth Boulevard  
Mail Station 585  
Tallahassee, Florida 32399-3000

Address:  
100 North Main Street  
Wildwood, FL 34785

  
DEP Grant Manager

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

Approved as to Form and Legality:

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

List of attachments/exhibits included as part of this PROJECT AGREEMENT:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>1</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>2</u>	<u>Special Audit Requirements (5 Pages)</u>

**ATTACHMENT 1  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
DEVELOPMENT  
PROJECT WORK PLAN**

**Project Name: MLK PARK**

**Grantee Name: CITY OF WILDWOOD**

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

**Project Tasks, Deliverables and Required Documentation**

<b>TASK #1: Development of: MLK PARK</b>	<b>Amount of Costs to be Paid with Grant Funds</b>	<b>Amount of Costs to be Paid with Grantee Match</b>	<b>Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved</b>
Task Description: (list each project element)	<Provide Budget Detail>	< Not Applicable> No Match Required	
<b>PRIMARY ELEMENTS</b> Project Management (contractual) \$7,500 Element 1: Install new picnic table 1,400 Element 2: Re-grade ball field, add bleachers & clay bases 6,000 Element 3: Paint & enhance picnic pavilion 4,150 Element 4: Add rubber mulch to playground 5,700 Element 5: Add new playground equipment 6,150 Element 6: Restrip basketball court 900 Element 7: add new combo football/soccer field 8,000 Element 8: Widen walking trail 4,150  <b>SUPPORT ELEMENTS</b> Element 1: Paint/enhance existing restroom 1,900 Element 2: Add park signs-trash cans & water fountain 4,150			Project Completion Certification  Final as-built site plan  Florida Recreation and Parks Inventory Form  Color Photographs of Project  Notice of Limitation of Use  Boundary Survey
<b>TOTALS:</b>	<b>\$50,000</b>	<b>\$0</b>	

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

**INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:**

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

**DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT:** Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

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

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

**Completion Documentation required prior to Reimbursement**

## ATTACHMENT 2

### 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 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

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 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. The 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 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 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:

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

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1714A	2014-2015	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award	\$50,000.00	
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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

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

July 1, 2014

Congratulations again on your award for the Florida Recreation Development Assistance Program grant for FY 2014-2015.

Since our department is implementing a paperless process to create improved customer service with faster response times and reduced costs, please find attached one original Agreement. After your review please sign and date where appropriate and return the original to the mailing address below. This document should be returned to us on or before September 2014. Upon final execution by the Department, an original will be emailed to you for your records.

Please be aware that this grant project must be completed and all documentation associated with it finalized within a 36 month time frame or your grant funds will return to the original funding source.

All information and project forms necessary for the administration, reimbursement and completion of this project can be found at [www.dep.state.fl.us/parks/oirs](http://www.dep.state.fl.us/parks/oirs)

If you have questions or need more information please reply to this email address or call (850) 245-2501.

Mailing address:  
Land and Recreation Grants  
Office of Operations  
3900 Commonwealth Boulevard, MS 585  
Tallahassee, Florida 32399-3000



DEP Agreement No. A5036  
CSFA Number: 37.017  
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
PROJECT AGREEMENT (SFY 2014-2015) – **DEVELOPMENT**

This PROJECT AGREEMENT is made and entered into this <sup>10</sup>\_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Mail Station 595, Tallahassee, Florida 32399 hereinafter called the DEPARTMENT, and the **CITY OF WILDWOOD**, whose address is **100 North Main Street, Wildwood, Florida 34785** hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall become effective upon execution by both parties and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before **April 30, 2017** (hereinafter referred to as the PROJECT completion date).
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as **Millennium Park** (Florida Recreation Development Assistance Program (FRDAP), FRDAP Project Number **A15036**), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Commencement Documentation Checklist, DEP Form FPS-A034.
3. The GRANTEE agrees to conduct the PROJECT in accordance with the terms and conditions set forth in this AGREEMENT, Attachment 1, PROJECT Work Plan, and all exhibits and attachments references herein and made a part hereof. PROJECT ELEMENTS may be modified by the DEPARTMENT if the GRANTEE shows good cause and the DEPARTMENT approves the modification. Any revisions to the PROJECT ELEMENTS as set forth in the approved Project Application and Attachment 1 must be formally requested by the GRANTEE and, if agreed upon by the DEPARTMENT, the modifications will be reduced to writing in an amendment to this PROJECT AGREEMENT. PROJECT planning expenses cannot exceed 15% of the PROJECT cost to be eligible for reimbursement.

4. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes; and chapter 62D-5, Part V, Florida Administrative Code, effective August 15, 2004, hereinafter called the RULE. The GRANTEE shall become familiar with and comply with all provisions of the RULE, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall apply to this PROJECT AGREEMENT.
5. All forms referenced in this PROJECT AGREEMENT may be found at [www.dep.state.fl.us/parks/oirs](http://www.dep.state.fl.us/parks/oirs).
6. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program, Commencement Documentation Checklist, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development.
7. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to completion of the PROJECT construction and shall certify that it has done so to the DEPARTMENT by completing the Project Completion Certification, DEP Form FPS-A037, referenced in s. 62D-5.058(7)(d) of the RULE.
8. A. The GRANTEE may subcontract work under this PROJECT AGREEMENT without the prior written consent of the DEPARTMENT'S Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The GRANTEE may also be required to submit a copy of each executed subcontract to the DEPARTMENT within ten (10) days after execution. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the GRANTEE that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.  
  
B. Subcontractors - Payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the GRANTEE. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/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 subcontractor exceeded the rates supported by audit, the GRANTEE shall be required to reimburse such funds to the DEPARTMENT within thirty calendar (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 GRANTEE'S contract obligations to the Subcontractor, the DEPARTMENT shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees (other than title work), 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:

- i. The GRANTEE may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment 1. 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.
  - ii. The GRANTEE 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 GRANTEE shall request the advance written approval from the DEPARTMENT'S Grant Manager of the fixed price negotiated by the GRANTEE. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Grant Manager's approval of the fixed price amount, the GRANTEE may proceed in finalizing the fixed price subcontract.
  - iii. All subcontracts are subject to the provisions of paragraph 8 and any other appropriate provisions of this PROJECT AGREEMENT which affect subcontracting activities.
9. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the owner, or by the GRANTEE if the owner has given GRANTEE authority to do so. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
10. The GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the PROJECT is complete. The sign must be installed on the PROJECT site and approved by the DEPARTMENT before the final PROJECT reimbursement request is processed.
11. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
12. A. The DEPARTMENT shall compensate the GRANTEE, on a reimbursement basis, funds not to exceed **\$ 50,000.00**, which will pay the DEPARTMENT'S share of the cost of the PROJECT ELEMENTS as set out in Attachment 1. The total amount of DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	\$ 50,000.00	100%
GRANTEE Match:	0	0%
Type of Match:	N/A	

If the total cost of the PROJECT exceeds the grant amount and the required match, the GRANTEE must pay the excess cost.

- B. Prior written approval from the Department's Grant Manager shall be required for changes within approved task budget categories of up to 10% of the total task budget amount. Changes less than 10% of the total approved task budget will require a formal change order to the PROJECT AGREEMENT. Changes greater than 10% of the total approved task budget and/or increase or decrease the total funding amount will require a formal amendment to the PROJECT AGREEMENT.
13. The GRANTEE shall submit invoices upon the completion of all Work Elements in Attachment 1 and submission of all deliverables. Each PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final reimbursement request, the DEPARTMENT'S Grant Manager shall review the Completion Documentation Checklist and reimbursement request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program, Completion Documentation Checklist, DEP Form FPS-A036, referenced in paragraph 62D-5.058(7)(d) of the RULE, the DEPARTMENT will approve the request for final PROJECT payment. The final PROJECT payment will not be processed until the match requirement has been met.
  14. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
  15. In addition to the invoicing requirements contained in the paragraph above, the DEPARTMENT will periodically request proof of a transaction (such as invoice or payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines). When requested, this information must be provided within thirty (30) calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>, which the GRANTEE shall follow.
  16. The GRANTEE agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. A copy of this PROCEDURE has been provided with this PROJECT AGREEMENT and may also be found at <http://www.dep.state.fl.us/parks/oirs>. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized

on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for FRDAP funds disbursed for the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

17. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE'S eligible wages and salaries.
18. It is understood by the GRANTEE that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
19. The State of Florida's performance and obligation to pay under this PROJECT AGREEMENT is contingent upon an annual appropriation by the Legislature. The GRANTEE understands that this PROJECT AGREEMENT is not a commitment of future appropriations.
20. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.
21. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
22. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
23. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by the GRANTEE prior to execution of this PROJECT AGREEMENT in accordance with s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.

Preagreement Expenses Approved:

Description of Work Performed	Amount Approved
N/A	\$0
Total Preagreement Expenses Approved:	\$0

24. All payment requests and completion documentation shall be due to the DEPARTMENT within thirty (30) days of construction completion. Project completion means the PROJECT is open and available for use by the public. PROJECT must be designated complete prior to release of the final PROJECT payment. See Rule 62D-5.054(41). Ten percent (10%)

of the total grant amount will be held until Completion Documents have been received and approved by the DEPARTMENT.

25. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) 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 Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- 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.

26. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for noncompliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund

was required and continues to accrue until the date the refund and interest are paid to the DEPARTMENT.

27. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this PROJECT AGREEMENT in accordance with generally accepted accounting principles consistently applied, including the PROCEDURE. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this PROJECT AGREEMENT and for five (5) years following PROJECT AGREEMENT completion or resolution of any dispute arising under this PROJECT AGREEMENT. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
28. A. In addition to the requirements of the preceding paragraph, the GRANTEE shall comply with the applicable provisions contained in **Attachment 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment 2** summarizes the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of **Attachment 2**. A revised copy of **Exhibit 1** must be provided to the GRANTEE for each amendment which authorizes a funding increase or decrease. If the GRANTEE fails to receive a revised copy of **Exhibit 1**, the GRANTEE shall notify the DEPARTMENT'S Grant Manager to request a copy of the updated information.
- B. The GRANTEE is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this PROJECT AGREEMENT. The GRANTEE shall consider the type of financial assistance (federal and/or state) identified in **Attachment 2, Exhibit 1** when making its determination. For federal financial assistance, the GRANTEE 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 GRANTEE shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:  
<https://apps.fldfs.com/fsaa>
- The GRANTEE should confer with its chief financial officer, audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.
29. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE'S noncompliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the final reimbursement due the DEPARTMENT.
30. A. The accounting systems for all GRANTEES must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. GRANTEES are prohibited from commingling funds on

either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a GRANTEE'S, or subrecipient's, accounting system cannot comply with this requirement, the GRANTEE, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE under this PROJECT AGREEMENT for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the GRANTEE to the date repayment is made by the GRANTEE to the DEPARTMENT.
  - C. In the event that the GRANTEE recovers costs, incurred under this PROJECT AGREEMENT and reimbursed by the DEPARTMENT, from another source(s), the GRANTEE shall reimburse the DEPARTMENT for all recovered funds originally provided under this PROJECT AGREEMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the GRANTEE to the date repayment is made to the DEPARTMENT by the GRANTEE.
  - D. The GRANTEE shall include this provision in all subcontracts it enters into for the performance of work under this PROJECT AGREEMENT.
31. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent in writing by regular U.S. mail or electronic mail to the parties at the following addresses:

GRANTEE'S Grant Manager

Mr. Bill Ed Cannon  
City Manager  
100 North Main Street  
Wildwood, FL 34785  
bcannon@wildwood-fl.gov

DEPARTMENT'S Grant Manager

Angela Bright  
Florida Department of Environmental  
Protection  
3900 Commonwealth Blvd., MS585  
Tallahassee, Florida 32399-3000  
Angie.Bright@dep.state.fl.us

Any changes to the above contact information must be noticed in writing to the other party within ten (10) calendar days of the change.

32. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT'S Grant Manager, or successor, shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Grant Manager, identified in paragraph 31, or successor, shall act on behalf of the GRANTEE

relative to the provisions of this PROJECT AGREEMENT. The GRANTEE shall submit to the DEPARTMENT signed Project Status Reports on January 5<sup>th</sup>, May 5<sup>th</sup>, and September 5<sup>th</sup> of each year of the PROJECT AGREEMENT summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.

33. This PROJECT AGREEMENT may be terminated prior to the expiration date as follows:
  - A. If for any reason the GRANTEE should fail to perform in a timely manner the obligations under this PROJECT AGREEMENT, or if the GRANTEE should violate any of the federal, state, or local laws pertinent to the FRDAP Program or otherwise, or violate any of the terms and conditions of this PROJECT AGREEMENT, the DEPARTMENT shall thereafter have the right to terminate this PROJECT AGREEMENT with prior notice. In the notice, the DEPARTMENT shall set the effective date of the termination, which may be upon receipt. The DEPARTMENT may, in its sole discretion, provide the GRANTEE an opportunity to cure the violations. If the GRANTEE does not cure or obtain an extension of time within the time period stated in the notice, this PROJECT AGREEMENT shall automatically terminate on the date indicated in the DEPARTMENT'S notice. In the event the DEPARTMENT terminates this PROJECT AGREEMENT for any of these reasons, the DEPARTMENT is not required to compensate the GRANTEE for any expenses incurred before or after such termination.
  - B. The DEPARTMENT may terminate this PROJECT AGREEMENT for convenience by providing the GRANTEE with thirty (30) calendar days written notice. The GRANTEE shall not incur new obligations for the PROJECT after the notice is received and shall cancel as many outstanding obligations as possible. The notice shall set out the procedures for proper closeout of the PROJECT AGREEMENT.
  - C. This PROJECT AGREEMENT may be unilaterally cancelled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this PROJECT AGREEMENT, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), Florida Statutes.
  - D. If no reimbursements have been made and GRANTEE wishes to withdraw the Project, the parties hereto may agree to terminate this PROJECT AGREEMENT for convenience as evidenced by written notice from the DEPARTMENT to the GRANTEE. The GRANTEE shall counter-sign the notice and the PROJECT AGREEMENT shall terminate on the date of GRANTEE'S counter-signature.
34. If the DEPARTMENT determines that site control is not sufficient under the RULE, or has been compromised, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to bring the site control into compliance with the RULE. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall terminate this PROJECT AGREEMENT and GRANTEE shall be responsible to reimburse the DEPARTMENT for grant funds expended, if any. Refusal or failure to reimburse the funds shall result in the GRANTEE remaining out of compliance and thereby ineligible for further grant funding.

35. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes, but is not limited to, compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
36. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the RULE shall have control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall have control over the Project Application documents.
37. A. No person on the grounds of race, creed, color, national origin, age, sex, marital status 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 PROJECT 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 contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list which may be found at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/discriminatory\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list). Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
38. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. If the GRANTEE is self-funded for liability insurance, as appropriate and allowable under Florida law, then the GRANTEE warrants and represents 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. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
39. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT 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 to provide Workers' Compensation Insurance for all of the subcontractor's 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 PROJECT 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.

40. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
41. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
42. The PROJECT 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 PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida 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 PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
43. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
44. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
45. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the DEPARTMENT.
46. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, in the form of an Amendment duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

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**ATTACHMENT 1  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
DEVELOPMENT  
PROJECT WORK PLAN**

**Project Name: MILLENNIUM PARK**

**Grantee Name: CITY OF WILDWOOD**

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

**Project Tasks, Deliverables and Required Documentation**

<b>TASK #1: Development of: MILLENNIUM PARK</b>	<b>Amount of Costs to be Paid with Grant Funds</b>	<b>Amount of Costs to be Paid with Grantee Match</b>	<b>Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved</b>
<b>Task Description: (list each project element)</b> <b>PRIMARY ELEMENTS</b> Project Management (contractual) \$7,500 Element 1: Install new picnic table 1,900 Element 2: Add roofing to existing baseball dugouts & add scoreboard to T-ball field 20,000 Element 3: Construct new softball field 12,300 Element 4: Add rubber mulch to playground 2,600  <b>SUPPORT ELEMENTS</b> Element 1: Improve existing grass parking with parking stops and markings 1,900 Element 2: Paint/repair/enhance existing restrooms 1,900 Element 3: Add park signage 1,900	<Provide Budget Detail>	< Not Applicable> No Match Required	Project Completion Certification  Final as-built site plan  Florida Recreation and Parks Inventory Form  Color Photographs of Project  Notice of Limitation of Use  Boundary Survey
<b>TOTALS:</b>	<b>\$50,000</b>	<b>\$0</b>	

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

**INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:**

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

**DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT:** Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

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

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

**Completion Documentation required prior to Reimbursement**

## ATTACHMENT 2

### 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 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

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 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. The 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 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 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:

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

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1714A	2014-2015	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award	\$50,000.00	
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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.

MLK PARK – FRDAP CONSULTANT CONTRACT

**CITY OF WILDWOOD, FLORIDA**  
**Florida Recreation Development Assistance Program**  
**CONSULTANT CONTRACT FOR PROJECT MANAGEMENT SERVICES**  
**(Contract Addendum to the grant services contract between Andy Easton & Associates and**  
**the City of Wildwood dated May 25, 2011).**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the City of Wildwood, (“CITY”) and Andy Easton & Associates, Inc. (“CONSULTANT”). This Contract is an addendum to the grant services contract between CONSULTANT and CITY dated May 22, 2011 and shall become effective upon the date of its execution; however, the provision of Project Management Services is subject to the approval of the staff at the Florida Recreation Development Assistance Program (“FRDAP”) which is a program of the Florida Department of Environmental Protection (“FDEP”).

WHEREAS, the CITY has solicited for competitive proposals for grant project management services, and selected CONSULTANT, to perform such services.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Covenant for Services

The CITY does hereby contract with CONSULTANT to perform the services described herein and CONSULTANT does hereby agree to perform such services under the terms and conditions set forth in this Contract.

B. Conflicts

Any conflicts between this contract addendum and the contract between CONSULTANT and CITY dated May 22, 2011, shall be resolved in favor of this contract addendum.

C. Scope of Services

(1) Intent of this Contract

CONSULTANT agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Project management activities to implement and complete the project in compliance with applicable laws and regulations. The scope of work in Attachment A which is attached hereto and incorporated herein, describes the services to be performed under this contract. If the Grant Award Agreement between the CITY and FDEP is amended, the scope of services for the project shall be amended to be consistent with that Contract.

D. Consideration and Method of Payment for Services

(1) Amount of Consideration

The CITY will pay CONSULTANT the sum of \$6,000 for project management services, as described by Attachment A, Scope of Services and Fee, which is attached hereto and incorporated herein. The project management fee does not include the cost of professional surveys, site plans and title searches. The City may use up to \$1,500 in FRDAP grant funds to pay vendors directly for these services. Any costs above \$1,500 would be a City expense.

(2) Method of Payments

CONSULTANT will submit periodic invoices during the term of the project which will reflect the amount due. The invoice shall be submitted to the CITY for the CITY'S review and approval. Payment will be made in accordance with the Florida Prompt Payment Act and as described in Attachment "A" to this Contract which is attached hereto and incorporated herein.

(3) Additional Services

If CITY requests additional services not specified herein, then the additional services shall be established based on an hourly rate or on a negotiated fee basis. Also, CONSULTANT may provide other planning and grant services for other projects undertaken by the CITY for an hourly fee of \$65.00 per hour, or on a negotiated fee basis.

E. Subcontracts

The CITY reserves the right to accept the use of a sub consultant or to reject the selection of a particular sub consultant to perform properly under this Contract. If a sub consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub consultant by the CITY.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to CONSULTANT will not be amended without mutual agreement of the CITY and CONSULTANT, formally executed in writing, subject to availability of funds.

G. Applicable Law and Remedies

The Parties acknowledge that the negotiations, anticipated performance and execution of this Contract occurred or shall occur in Sumter County, Florida. All applicable laws, regulations and ordinances of the State of Florida, Sumter County and the City of Wildwood will apply to this Contract and this Contract shall be governed by the laws of the State of Florida both as to intention and performance. Venue for any litigation pertaining to the subject matter of this Contract shall be solely and exclusively in the state circuit and appellate courts in and for Sumter County, Florida. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. The parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum. The parties agree that this Contract is consummated and entered into in Sumter County, Florida. Service of any court paper may be affected on such party by mail, as provided in this Contract, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

H. Liability

CONSULTANT agrees to and does hereby indemnify and save the City harmless from and against any and all losses, damage, claims, actions, liability, attorney's fees, and expense

MLK PARK – FRDAP CONSULTANT CONTRACT

in contract or in tort, in connection with loss of life, bodily injury and/or property damage occurring on or about or arising out of those portions of the work under CONSULTANT’s control wherever arising if occasioned wholly by the negligence of CONSULTANT, or by his agents or employees should the same arise during the progress of the work.

I. Project Representatives

The Project Manager for CONSULTANT is Andy Easton. CONSULTANT is located at 203 Ridgeland Road, Tallahassee, Florida 32312.

J. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

K. Eligibility

CONSULTANT certifies that it is eligible to receive state and federally funded contracts. CONSULTANT also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

L. State and Federal Statutory Requirements

When applicable, CONSULTANT and the CITY shall comply with the state and federal provisions applicable to this project.

M. Authority to Practice

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required for conducting its business in the State of Florida, and that it will at all times conduct its business activities in a reputable manner.

N. Contract Documents and Attachments

The other documents which comprise the entire Contract are incorporated herein and made a part hereof by reference and consist of the following:

1. FRDAP Grant Award Agreement
2. FRDAP Grant Application
3. FRDAP Administrative Rule – FDEP Chapter 62D-5, Part V
4. Addendums (if any)
5. Change Orders (if any)

This Contract is also subject to the provisions of the following Attachment, which is attached to and made a part of this Contract:

Attachment	Description
A	Scope of Work and Fee

O. Severability

If any term or provision on this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract,

MLK PARK – FRDAP CONSULTANT CONTRACT

or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

P. Independent Capacity of Contractor

The Parties agree that CONTRACTOR, and any agents and employees of CONTRACTOR, in the performance of this Contract, shall act in an independent capacity and is an independent CONSULTANT and not an agent or employee of the CITY for any purpose including, but not limited to, federal tax and other state and federal law purposes. The CONSULTANT assumes responsibility for payment of all federal, state and local taxes imposed or required of the CONSULTANT under unemployment insurance, Social Security and income tax laws. CONSULTANT shall be solely responsible for any worker's compensation insurance required by law. The parties agree that the CITY shall not require attendance by CONSULTANT, except as otherwise specified herein; control the method, manner or means of performing under this Contract, except as otherwise specified herein; or restrict or prevent CONSULTANT from working for any other party.

Q. No Waiver

The failure of either Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of CONSULTANT or CITY.

R. Termination

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in paragraph (1) above.

(3) For any termination, the equitable adjustment shall provide for payment to the CONSULTANT for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

S. General

The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence of this Contract. This Contract constitutes the entire Contract among the parties and shall not be modified or amended except with consent in writing of the parties hereto. In this Contract, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the

MLK PARK – FRDAP CONSULTANT CONTRACT

terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Contract. The parties agree that this contract is consummated and entered into in Sumter County, Florida.

The parties, in exchange for good and valuable consideration hereto have signed this Contract and agree to be bound by the terms contained herein.

**CONSULTANT**

**BY** \_\_\_\_\_  
**Andy Easton & Associates, Inc.**

**CITY OF WILDWOOD**

**BY:** \_\_\_\_\_  
**City of Wildwood**

MLK PARK – FRDAP CONSULTANT CONTRACT

**Attachment “A”  
Scope of Work and Fee**

<b>Project Name:</b> MLK Park Improvements Florida Recreation Assistance Grant Program (FRAP) <b>Grant Number:</b> _____ <b>Services to be Provided:</b> Project Management Services	
<b>Owner’s Name:</b> City of Wildwood	
<b>CONSULTANT Name:</b> Andy Easton & Associates <b>FEID No.</b> 34-20624	<b>Owner’s Name:</b> City of Wildwood <b>FEID No.</b> 59-6000450
<b>CONSULTANT’s Contact:</b> Andy Easton <b>Phone Number:</b> 850-445-7829	<b>City’s Contact::</b> Melanie Peavy, Director of Development Services <b>Phone Number:</b> (352) 330-1330, ext. 115
<b>Amount of Grant:</b> \$50,000	<b>Project Management Fee:</b> \$6,000
<b>Payment Schedule:</b> \$3,000 of the fee is due upon submission of the project commencement documents; \$1,500 when the project is 30% complete, \$1,000 when the project is 75% complete with the balance due after submission of the project closeout documents.	

**Grant Administration Activities**

Consultant will provide project management services for a Florida Recreation Assistance Program (FRDAP) grant that will fund improvements to MLK Park in the City of Wildwood. Grant services are described in more detail below.

**Project Initiation Documents**

Consultant will develop FRDAP project commencement documents (or coordinate with the City to obtain the required documents). Project commencement documents that are needed for this project include the following:

- A site plan that shows the location of all existing and proposed buildings, facilities, etc. that is signed and dated by the project liaison. The site plan cannot be any larger than 11X14 or 14X17) (2 copies).
- Commencement Certification (FRDAP Form: FPS-A035)
- A boundary survey of the project site, which includes a legal description and sketch of the site’s boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be **signed and sealed** by a professional surveyor and mapper licensed under provisions of Chapter 472, F. S. (Survey cannot be any larger than 11X14 or 14X17) (2 copies) The City will pay the professional surveyor directly for this item.

MLK PARK – FRDAP CONSULTANT CONTRACT

- The results of a title search or opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance. The City will pay the title search preparer directly for this item.

**Construction Procurement Documents**

Consultant will assist City with developing the required documents to procure goods and services for the proposed recreation improvements.

**Procurement Process**

Consultant will assist City with managing the construction procurement process which will include one or more of the following procedures:

**Bidding for Construction Services**

Developing bid documents with City Staff  
Placing a bid advertisement in area newspaper(s) and/or receiving at least 3 bids  
Evaluating bids and recommending the lowest responsive bid for award.  
City staff will inspect work on a periodic basis and certify that work is completed as per the construction contract.

**Bidding for Materials and/or Facilities**

Developing bid documents  
Placing a bid advertisement in area newspaper(s) or receiving at least 3 bids  
Evaluating bids and recommending the lowest responsive bid for award.  
City staff will certify that the purchased materials and/or facilities meet the bid specifications and will supervise the installation of the materials and/or facilities.

**Use of City Staff and/or Prison Inmates**

Consultant will coordinate with FRDAP staff to ensure that the City's use of its Staff and/or Prison Inmates conforms to grant rules.

**Progress Reports, Attend Monitoring Visits, Represent City**

Consultant will attend monitoring visits as may be conducted by FRDAP staff. In addition FRDAP staff may require additional information or consultation with the City as the project is being implemented. Consultant will coordinate with the City to provide reports and information as may be required by the grant agency. Progress Reports are due according to the following schedule:

Period Covered	Due Date
January through April	May 5th
May through August	September 5th
September through December	January 5th

**Project Management**

Consultant will coordinate with City Staff to ensure project milestones, budgets, and accomplishments are taking place as planned and that grant activities conform to program rules. City staff will ensure that construction activities conform to Local Building Codes and will provide project inspection activities as may be needed during the construction process. Consultant will coordinate with City Staff to pay invoices for goods and services.

MLK PARK – FRDAP CONSULTANT CONTRACT

**Project Management – Financial**

Consultant will coordinate with City Staff on FRDAP financial record keeping activities. Consultant will track financial transactions and compare such records with City records to ensure all funds are properly accounted for. Other financial activities include preparing grant budget amendments, providing oversight, and approval for all payments made to contractors to ensure conformance with grant rules. In addition, all change orders will be reviewed to ensure they are consistent with the grant agreement or subsequent grant amendment(s).

**Project Management – Closeout**

Consultant will prepare project closeout documents for review and final approval by the City. Also, it should be noted that a registered surveyor or engineer will need to prepare an as-built drawing of the constructed park improvements. Consultant will coordinate with engineer or surveyor to ensure that the as-built drawing conforms to FRDAP requirements. Closeout documents that are required for this project include the following:

- Project Completion Certificate, dated and signed by the liaison agent. (Form FPS-A037) (2 Copies)
- A final “as built” site plan signed, sealed, and dated by a certified engineer, surveyor, or architect (detailed specifications not required). Current project elements will need to be color coded. (2 Copies). The City will pay the engineer or surveyor directly for this item.
- A completed Florida Recreation and Parks Inventory Form describing the entire park. The form is located at this website: <http://www.dep.state.fl.us/parks/OIRS/> The form will need to be completed on-line and emailed to the FRDAP office. Also, a hard copy of the form will need to be mailed to FRDAP as well (1 Copy).
- Photographs of the completed project elements including the acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection and FRDAP (2 colored copies).
- Certification that the “Notice of Limitation of Use” statement has been filed as a permanent part of public property records in accordance with local requirements and available for public inspection. (A copy of the project boundary map with the legal description and the “Notice of Limitation of Use” statement must be filed with public property records) (Form: FPS – A038) (2 Copies).
- Final payment request. All applicable forms with all information completed on each form will need to be submitted to FRDAP. The submitted information will need to include all invoice numbers and dates, check numbers and dates, amounts and descriptions. Also, it should be noted that 10% of total grant amount (retainage) will be held until final inspection by the FRDAP staff has been completed.

**Project Scope**

The scope of the improvements to be funded by FRDAP funds are shown in the table below. Consultant will work with the City to ensure that the grant funds are used only for activities included in the project scope.

MLK PARK – FRDAP CONSULTANT CONTRACT

Project Tasks, Deliverables and Required Documentation

TASK #1: Development of MLK PARK	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
<p>Task Description: (list each project element)</p> <p style="text-align: center;">PRIMARY ELEMENTS</p> <p>Project Management (contractual) \$7,500</p> <p>Element 1: Install new picnic table 1,400</p> <p>Element 2: Re-grade ball field, add bleachers &amp; clay bases 6,000</p> <p>Element 3: Paint &amp; enhance picnic pavilion 4,150</p> <p>Element 4: Add rubber mulch to playground 5,700</p> <p>Element 5: Add new playground equipment 6,150</p> <p>Element 6: Restrip basketball court 900</p> <p>Element 7: add new combo football/soccer field 8,000</p> <p>Element 8: Widen walking trail 4,150</p> <p style="text-align: center;">SUPPORT ELEMENTS</p> <p>Element 1: Paint/enhance existing restroom 1,900</p> <p>Element 2: Add park signs-trash cans &amp; water fountain 4,150</p>	<p>&lt;Provide Budget Detail&gt;</p>	<p>&lt; Not Applicable&gt; No Match Required</p>	<p>Project Completion Certification</p> <p>Final as-built site plan</p> <p>Florida Recreation and Parks Inventory Form</p> <p>Color Photographs of Project</p> <p>Notice of Limitation of Use</p> <p>Boundary Survey</p>
<p><b>TOTALS:</b></p>	<p><b>\$50,000</b></p>	<p><b>\$0</b></p>	

MILLENNIUM PARK – FRDAP CONSULTANT CONTRACT

**CITY OF WILDWOOD, FLORIDA**  
**Florida Recreation Development Assistance Program**  
**CONSULTANT CONTRACT FOR PROJECT MANAGEMENT SERVICES**  
**(Contract Addendum to the grant services contract between Andy Easton & Associates and**  
**the City of Wildwood dated May 25, 2011).**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the City of Wildwood, (“CITY”) and Andy Easton & Associates, Inc. (“CONSULTANT”). This Contract is an addendum to the grant services contract between CONSULTANT and CITY dated May 22, 2011 and shall become effective upon the date of its execution; however, the provision of Project Management Services is subject to the approval of the staff at the Florida Recreation Development Assistance Program (“FRDAP”) which is a program of the Florida Department of Environmental Protection (“FDEP”).

WHEREAS, the CITY has solicited for competitive proposals for grant project management services, and selected CONSULTANT, to perform such services.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Covenant for Services

The CITY does hereby contract with CONSULTANT to perform the services described herein and CONSULTANT does hereby agree to perform such services under the terms and conditions set forth in this Contract.

B. Conflicts

Any conflicts between this contract addendum and the contract between CONSULTANT and CITY dated May 22, 2011, shall be resolved in favor of this contract addendum.

C. Scope of Services

(1) Intent of this Contract

CONSULTANT agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Project management activities to implement and complete the project in compliance with applicable laws and regulations. The scope of work in Attachment A which is attached hereto and incorporated herein, describes the services to be performed under this contract. If the Grant Award Agreement between the CITY and FDEP is amended, the scope of services for the project shall be amended to be consistent with that Contract.

D. Consideration and Method of Payment for Services

(1) Amount of Consideration

The CITY will pay CONSULTANT the sum of \$6,000 for project management services, as described by Attachment A, Scope of Services and Fee, which is attached hereto and incorporated herein. The project management fee does not include the cost of professional surveys, site plans and title searches. The City may use up to \$1,500 in FRDAP grant funds to pay vendors directly for these services. Any costs above \$1,500 would be a City expense.

MILLENNIUM PARK – FRDAP CONSULTANT CONTRACT

(2) Method of Payments

CONSULTANT will submit periodic invoices during the term of the project which will reflect the amount due. The invoice shall be submitted to the CITY for the CITY'S review and approval. Payment will be made in accordance with the Florida Prompt Payment Act and as described in Attachment "A" to this Contract which is attached hereto and incorporated herein.

(3) Additional Services

If CITY requests additional services not specified herein, then the additional services shall be established based on an hourly rate or on a negotiated fee basis. Also, CONSULTANT may provide other planning and grant services for other projects undertaken by the CITY for an hourly fee of \$65.00 per hour, or on a negotiated fee basis.

E. Subcontracts

The CITY reserves the right to accept the use of a sub consultant or to reject the selection of a particular sub consultant to perform properly under this Contract. If a sub consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub consultant by the CITY.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to CONSULTANT will not be amended without mutual agreement of the CITY and CONSULTANT, formally executed in writing, subject to availability of funds.

G. Applicable Law and Remedies

The Parties acknowledge that the negotiations, anticipated performance and execution of this Contract occurred or shall occur in Sumter County, Florida. All applicable laws, regulations and ordinances of the State of Florida, Sumter County and the City of Wildwood will apply to this Contract and this Contract shall be governed by the laws of the State of Florida both as to intention and performance. Venue for any litigation pertaining to the subject matter of this Contract shall be solely and exclusively in the state circuit and appellate courts in and for Sumter County, Florida. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. The parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum. The parties agree that this Contract is consummated and entered into in Sumter County, Florida. Service of any court paper may be affected on such party by mail, as provided in this Contract, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

H. Liability

CONSULTANT agrees to and does hereby indemnify and save the City harmless from and against any and all losses, damage, claims, actions, liability, attorney's fees, and expense

MILLENNIUM PARK – FRDAP CONSULTANT CONTRACT

in contract or in tort, in connection with loss of life, bodily injury and/or property damage occurring on or about or arising out of those portions of the work under CONSULTANT’s control wherever arising if occasioned wholly by the negligence of CONSULTANT, or by his agents or employees should the same arise during the progress of the work.

I. Project Representatives

The Project Manager for CONSULTANT is Andy Easton. CONSULTANT is located at 203 Ridgeland Road, Tallahassee, Florida 32312.

J. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

K. Eligibility

CONSULTANT certifies that it is eligible to receive state and federally funded contracts. CONSULTANT also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

L. State and Federal Statutory Requirements

When applicable, CONSULTANT and the CITY shall comply with the state and federal provisions applicable to this project.

M. Authority to Practice

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required for conducting its business in the State of Florida, and that it will at all times conduct its business activities in a reputable manner.

N. Contract Documents and Attachments

The other documents which comprise the entire Contract are incorporated herein and made a part hereof by reference and consist of the following:

1. FRDAP Grant Award Agreement
2. FRDAP Grant Application
3. FRDAP Administrative Rule – FDEP Chapter 62D-5, Part V
4. Addendums (if any)
5. Change Orders (if any)

This Contract is also subject to the provisions of the following Attachment, which is attached to and made a part of this Contract:

Attachment	Description
A	Scope of Work and Fee

O. Severability

If any term or provision on this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract,

MILLENNIUM PARK – FRDAP CONSULTANT CONTRACT

or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

P. Independent Capacity of Contractor

The Parties agree that CONTRACTOR, and any agents and employees of CONTRACTOR, in the performance of this Contract, shall act in an independent capacity and is an independent CONSULTANT and not an agent or employee of the CITY for any purpose including, but not limited to, federal tax and other state and federal law purposes. The CONSULTANT assumes responsibility for payment of all federal, state and local taxes imposed or required of the CONSULTANT under unemployment insurance, Social Security and income tax laws. CONSULTANT shall be solely responsible for any worker's compensation insurance required by law. The parties agree that the CITY shall not require attendance by CONSULTANT, except as otherwise specified herein; control the method, manner or means of performing under this Contract, except as otherwise specified herein; or restrict or prevent CONSULTANT from working for any other party.

Q. No Waiver

The failure of either Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of CONSULTANT or CITY.

R. Termination

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in paragraph (1) above.

(3) For any termination, the equitable adjustment shall provide for payment to the CONSULTANT for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

S. General

The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence of this Contract. This Contract constitutes the entire Contract among the parties and shall not be modified or amended except with consent in writing of the parties hereto. In this Contract, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the

MILLENNIUM PARK – FRDAP CONSULTANT CONTRACT

terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Contract. The parties agree that this contract is consummated and entered into in Sumter County, Florida.

The parties, in exchange for good and valuable consideration hereto have signed this Contract and agree to be bound by the terms contained herein.

**CONSULTANT**

**BY** \_\_\_\_\_  
**Andy Easton & Associates, Inc.**

**CITY OF WILDWOOD**

**BY:** \_\_\_\_\_  
**City of Wildwood**

MILLENNIUM PARK – FRDAP CONSULTANT CONTRACT

**Attachment “A”  
Scope of Work and Fee**

<b>Project Name:</b> MILLENNIUM Park Improvements Florida Recreation Assistance Grant Program (FRAP) <b>Grant Number:</b> _____ <b>Services to be Provided:</b> Project Management Services	
<b>Owner’s Name:</b> City of Wildwood	
<b>CONSULTANT Name:</b> Andy Easton & Associates <b>FEID No.</b> 34-20624	<b>Owner’s Name:</b> City of Wildwood <b>FEID No.</b> 59-6000450
<b>CONSULTANT’s Contact:</b> Andy Easton <b>Phone Number:</b> 850-445-7829	<b>City’s Contact::</b> Melanie Peavy, Director of Development Services <b>Phone Number:</b> (352) 330-1330, ext. 115
<b>Amount of Grant:</b> \$50,000	<b>Project Management Fee:</b> \$6,000
<b>Payment Schedule:</b> \$3,000 of the fee is due upon submission of the project commencement documents; \$1,500 when the project is 30% complete, \$1,000 when the project is 75% complete with the balance due after submission of the project closeout documents.	

**Grant Administration Activities**

Consultant will provide project management services for a Florida Recreation Assistance Program (FRDAP) grant that will fund improvements to MILLENNIUM Park in the City of Wildwood. Grant services are described in more detail below.

**Project Initiation Documents**

Consultant will develop FRDAP project commencement documents (or coordinate with the City to obtain the required documents). Project commencement documents that are needed for this project include the following:

- A site plan that shows the location of all existing and proposed buildings, facilities, etc. that is signed and dated by the project liaison. The site plan cannot be any larger than 11X14 or 14X17) (2 copies).
- Commencement Certification (FRDAP Form: FPS-A035)
- A boundary survey of the project site, which includes a legal description and sketch of the site’s boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be **signed and sealed** by a professional surveyor and mapper licensed under provisions of Chapter 472, F. S. (Survey cannot be any larger than 11X14 or 14X17) (2 copies)  
The City will pay the professional surveyor directly for this item.

MILLENNIUM PARK – FRDAP CONSULTANT CONTRACT

- The results of a title search or opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance. The City will pay the title search preparer directly for this item.

**Construction Procurement Documents**

Consultant will assist City with developing the required documents to procure goods and services for the proposed recreation improvements.

**Procurement Process**

Consultant will assist City with managing the construction procurement process which will include one or more of the following procedures:

**Bidding for Construction Services**

Developing bid documents with City Staff  
Placing a bid advertisement in area newspaper(s) and/or receiving at least 3 bids  
Evaluating bids and recommending the lowest responsive bid for award.  
City staff will inspect work on a periodic basis and certify that work is completed as per the construction contract.

**Bidding for Materials and/or Facilities**

Developing bid documents  
Placing a bid advertisement in area newspaper(s) or receiving at least 3 bids  
Evaluating bids and recommending the lowest responsive bid for award.  
City staff will certify that the purchased materials and/or facilities meet the bid specifications and will supervise the installation of the materials and/or facilities.

**Use of City Staff and/or Prison Inmates**

Consultant will coordinate with FRDAP staff to ensure that the City's use of its Staff and/or Prison Inmates conforms to grant rules.

**Progress Reports, Attend Monitoring Visits, Represent City**

Consultant will attend monitoring visits as may be conducted by FRDAP staff. In addition FRDAP staff may require additional information or consultation with the City as the project is being implemented. Consultant will coordinate with the City to provide reports and information as may be required by the grant agency. Progress Reports are due according to the following schedule:

Period Covered	Due Date
January through April	May 5th
May through August	September 5th
September through December	January 5th

**Project Management**

Consultant will coordinate with City Staff to ensure project milestones, budgets, and accomplishments are taking place as planned and that grant activities conform to program rules. City staff will ensure that construction activities conform to Local Building Codes and will provide project inspection activities as may be needed during the construction process. Consultant will coordinate with City Staff to pay invoices for goods and services.

MILLENNIUM PARK – FRDAP CONSULTANT CONTRACT

**Project Management – Financial**

Consultant will coordinate with City Staff on FRDAP financial record keeping activities. Consultant will track financial transactions and compare such records with City records to ensure all funds are properly accounted for. Other financial activities include preparing grant budget amendments, providing oversight, and approval for all payments made to contractors to ensure conformance with grant rules. In addition, all change orders will be reviewed to ensure they are consistent with the grant agreement or subsequent grant amendment(s).

**Project Management – Closeout**

Consultant will prepare project closeout documents for review and final approval by the City. Also, it should be noted that a registered surveyor or engineer will need to prepare an as-built drawing of the constructed park improvements. Consultant will coordinate with engineer or surveyor to ensure that the as-built drawing conforms to FRDAP requirements. Closeout documents that are required for this project include the following:

- Project Completion Certificate, dated and signed by the liaison agent. (Form FPS-A037) (2 Copies)
- A final “as built” site plan signed, sealed, and dated by a certified engineer, surveyor, or architect (detailed specifications not required). Current project elements will need to be color coded. (2 Copies). The City will pay the engineer or surveyor directly for this item.
- A completed Florida Recreation and Parks Inventory Form describing the entire park. The form is located at this website: <http://www.dep.state.fl.us/parks/OIRS/> The form will need to be completed on-line and emailed to the FRDAP office. Also, a hard copy of the form will need to be mailed to FRDAP as well (1 Copy).
- Photographs of the completed project elements including the acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection and FRDAP (2 colored copies).
- Certification that the “Notice of Limitation of Use” statement has been filed as a permanent part of public property records in accordance with local requirements and available for public inspection. (A copy of the project boundary map with the legal description and the “Notice of Limitation of Use” statement must be filed with public property records) (Form: FPS – A038) (2 Copies).
- Final payment request. All applicable forms with all information completed on each form will need to be submitted to FRDAP. The submitted information will need to include all invoice numbers and dates, check numbers and dates, amounts and descriptions. Also, it should be noted that 10% of total grant amount (retainage) will be held until final inspection by the FRDAP staff has been completed.

**Project Scope**

The scope of the improvements to be funded by FRDAP funds are shown in the table below. Consultant will work with the City to ensure that the grant funds are used only for activities included in the project scope.

MILLENNIUM PARK – FRDAP CONSULTANT CONTRACT

Project Tasks, Deliverables and Required Documentation

TASK #1: Development of: MILLENNIUM PARK	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
<p>Task Description: (list each project element)</p> <p style="text-align: center;">PRIMARY ELEMENTS</p> <p>Project Management (contractual) \$7,500</p> <p>Element 1: Install new picnic table 1,900</p> <p>Element 2: Add roofing to existing baseball dugouts &amp; add scoreboard to T-ball field 20,000</p> <p>Element 3: Construct new softball field 12,300</p> <p>Element 4: Add rubber mulch to playground 2,600</p> <p style="text-align: center;">SUPPORT ELEMENTS</p> <p>Element 1: Improve existing grass parking with parking stops and markings 1,900</p> <p>Element 2: Paint/repair/enhance existing restrooms 1,900</p> <p>Element 3: Add park signage 1,900</p>	<p>&lt;Provide Budget Detail&gt;</p>	<p>&lt; Not Applicable&gt; No Match Required</p>	<p>Project Completion Certification</p> <p>Final as-built site plan</p> <p>Florida Recreation and Parks Inventory Form</p> <p>Color Photographs of Project</p> <p>Notice of Limitation of Use</p> <p>Boundary Survey</p>
<b>TOTALS:</b>	<b>\$50,000</b>	<b>\$0</b>	

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## CITY OF WILDWOOD

### CITY COMMISSION REPORT

Commission Meeting Date: July 28, 2014

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Subject: Coleman WTP Repairs

Submitted By: Mark Odell, Interim Utility Director

Department: Utility Department

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Staff Recommendation (Motion Ready): Recommend approval of Odyssey Manufacturing Company, Project #142173088, Coleman WTP Repairs, application for payment No. 1 in the amount of \$503,190.00

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#### **BACKGROUND:**

- **Coleman Water Treatment Plant Repairs (CR 501 WTP)**
  - On January 13<sup>th</sup>, 2014 the City awarded the contract for construction of the CR 501 WTP repairs to Odyssey Manufacturing Company in the amount of \$ 1,021,500.00.
  - As an update for the pay application, the existing ground storage tanks have been painted with new chemical feed lines installed, Lightning protection has been installed on the existing plant pump room building, the new block building for the electrical control room has been completed and the new equipment installed. Miscellaneous construction and repairs is ongoing.

#### **FINDING, CONCLUSIONS AND RECOMMENDATIONS:**

**FINDINGS:** N/A at this time

#### **CONCLUSIONS:**

Staff and KH&A have reviewed the pay application, verified the percentages of completion and agree with the contractor's submittal.

**LEGAL REVIEW:** N/A at this time

#### **RECOMMENDATIONS:**

- Staff and Kimley-Horn and Associates, Inc. recommend approval of pay application No. 1 for Odyssey Manufacturing Company in the amount of \$503,190.00,

**FISCAL IMPACT:**

- The original contract sum is 1,021,500.00 leaving a balance of \$517,310.00.

**ALTERNATIVES:** N/A

**SUPPORT MATERIAL:**

- Application and certification for payment document from Odyssey Manufacturing Company, dated July 2<sup>nd</sup>, 2014 with a payment tabulation sheet.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER:  
City of Wildwood, Florida  
100 N. Main Street  
Wildwood, FL 34785

PROJECT: Coleman WTP Repairs

APPLICATION NO: 1

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:  
Odyssey Manufacturing Company  
1484 Massaro Boulevard  
Tampa, Florida 33619

VIA ARCHITECT: Kimley-Horn and Assoc.

PERIOD TO: 6/30/2014

PROJECT NOS: 142173088

CONTRACT FOR: Coleman WTP Repairs

CONTRACT DATE: 02/05/14

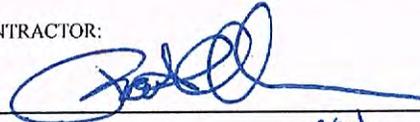
**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

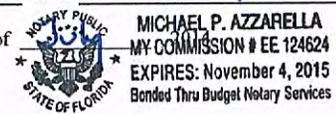
1. ORIGINAL CONTRACT SUM	\$	1,021,500.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,021,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	559,100.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	55,910.00
b. % of Stored Material (Column F on G703)	\$	n/a
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	55,910.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	503,190.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	503,190.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)	\$	518,310.00

CONTRACTOR:

By: 

Date: 7-2-14

Subscribed and sworn to before me this 2nd day of Hillsborough County of HILLSBOROUGH State of FLORIDA  
Notary Public:   
My Commission expires on 11/4/15

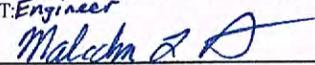


**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 503,190.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Engineer  
By: 

Date: 7/12/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	
NET CHANGES by Change Order	\$0.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1  
APPLICATION DATE: 7/2/2014  
PERIOD TO: 6/30/2014  
ARCHITECT'S PROJECT NO: N/A

In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	MISCELLANEOUS								
	Mobilization, Bonds, and Insurances	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$100.00
	Erosion Control Plan	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$600.00	\$0.00
	Demolition	\$5,900.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	25.42%	\$4,400.00	\$150.00
	Site Restoration	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
	Startup Testing	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
	As-Builts	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
	O & M Manuals	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
	Demobilization	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
	Cotterman Security Ladder Replacement	\$2,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	50.00%	\$1,000.00	\$100.00
	3-Ton Gantry Crane/1 Ton Gantry Crane	\$4,000.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00	45.00%	\$2,200.00	\$180.00
	Field Location of Existing Utilities	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$120.00
	STORM DRAIN SYSTEM	\$2,900.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	86.21%	\$400.00	\$250.00
	WATER UTILITY SYSTEM								
	Piping/Fittings/Tubing/Valves/Supports	\$5,200.00	\$0.00	\$2,600.00	\$0.00	\$2,600.00	50.00%	\$2,600.00	\$260.00
	4x4 Concrete Vault for Chlorine Injection	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00
	1550-Gallon Double Wall Storage Tank	\$15,000.00	\$0.00	\$0.00	\$12,000.00	\$12,000.00	80.00%	\$3,000.00	\$1,200.00
	Blue Planet Triplex Skid	\$46,000.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00	97.83%	\$1,000.00	\$4,500.00
	Depolox 3Plus Monitoring Device	\$6,000.00	\$0.00	\$0.00	\$5,200.00	\$5,200.00	86.67%	\$800.00	\$520.00
	GA 250D 8" Check Valves	\$12,000.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00	75.00%	\$3,000.00	\$900.00
	GA 250D 4" Check Valves	\$5,000.00	\$0.00	\$0.00	\$2,300.00	\$2,300.00	46.00%	\$2,700.00	\$230.00
	GA 250D 4" Check Valves	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	100.00%	\$0.00	\$250.00
	Clean and Coat Existing Storage Tanks	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$3,000.00
	<b>GRAND TOTALS</b>	\$164,300.00	\$0.00	\$38,800.00	\$78,800.00	\$117,600.00		\$46,700.00	\$11,760.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: I  
APPLICATION DATE: 7/2/2014

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 6/30/2014

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	<b>BUILDING IMPROVEMENTS</b>								
	Building Improvement Costs	\$100,000.00	\$0.00	\$35,000.00	\$0.00	\$35,000.00	35.00%	\$65,000.00	\$3,500.00
	Additional Foundation Work Allowance	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
	Exhaust Fan Support Allowance	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	\$0.00
	<b>ELECTRICAL IMPROVEMENTS</b>								
	Security System Improvements	\$90,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	83.33%	\$15,000.00	\$7,500.00
	SCADA System Installation + Software	\$185,000.00	\$0.00	\$0.00	\$140,000.00	\$140,000.00	75.68%	\$45,000.00	\$14,000.00
	Redundant Wonderware InTouch SCADA	\$13,000.00	\$0.00	\$0.00	\$8,000.00	\$8,000.00	61.54%	\$5,000.00	\$800.00
	Gate Assembly/Controller - Coleman	\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,000.00	\$0.00
	Lightning Protection System - Coleman	\$10,000.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00	75.00%	\$2,500.00	\$750.00
	Generator Improvements - Coleman	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
	Miscellaneous Electrical Impv - Coleman	\$270,000.00	\$0.00	\$135,000.00	\$0.00	\$135,000.00	50.00%	\$135,000.00	\$13,500.00
	Gate Assembly/Controller - CR 214	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
	Lightning Protection System - CR 214	\$15,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	66.67%	\$5,000.00	\$1,000.00
	Generator Improvements - CR 214	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
	Miscellaneous Electrical Impv - CR 214	\$40,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	25.00%	\$30,000.00	\$1,000.00
	<b>MECHANICAL IMPROVEMENTS</b>								
	Wall Mount A/C Installations AC1/AC2	\$14,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,500.00	\$0.00
	Mini-Split Installation (HP1)	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
	Plumbing Improvements	\$17,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	58.82%	\$7,000.00	\$1,000.00
	Miscellaneous Mechanical Improvements	\$22,000.00	\$0.00	\$11,000.00	\$0.00	\$11,000.00	50.00%	\$11,000.00	\$1,100.00
	<b>GRAND TOTALS</b>	\$857,200.00	\$0.00	\$293,500.00	\$148,000.00	\$441,500.00		\$415,700.00	\$44,150.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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## CITY OF WILDWOOD

### CITY COMMISSION REPORT      Commission Meeting Date: July 28, 2014

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Subject:                      Wastewater plant master lift-station

Submitted By:              Mark Odell, Interim Utility Director

Department:                Utility Department

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Staff Recommendation (Motion Ready): Recommend approval for emergency purchase and replacement of an existing Flygt 10 horse power submersible pump and cable for the plant master lift-station from Xylem Water Solutions USA, Inc. in the amount of \$7,727.75.

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#### **BACKGROUND:**

- The master lift-station is located on-site at the wastewater facility. It is the main station that collects process waste materials for the sludge press, digester/decanting operations, filter backwash, and the physical plant.

#### **FINDING, CONCLUSIONS AND RECOMMENDATIONS:**

##### **FINDINGS:**

- The lift-station is a duplex station (contains 2 pumps) and one of the pumps failed resulting in a sewage spill, suspension of plant operations, and a required State Warning Point wastewater Spill Report less than 1000 gallons.
- Staff shut down operations of the belt press, filter backwashing, decanting of the digester, removed the failed pump and temporarily replaced it with a under rated pump not capable of supporting the full operations of the equipment.

##### **CONCLUSIONS:**

- Cost to repair existing pump is estimated at \$7,113.00 and will have a 1 year warranty with a 3 to 4 weeks delivery time.
- New model pump with same pumping conditions and upgraded technology costs \$7,727.75 and carry's a 5-year prorated warranty and is available in 1 to 2 weeks.

#### **LEGAL REVIEW:**

Not applicable

**RECOMMENDATIONS:**

- Staff's recommendation is to proceed with the purchase of a new pump to take advantage of the new technology and extended warrantee, and to resume normal operations at the wastewater facility.

**FISCAL IMPACT:**

- Funding source is Water-Sewer Repair and Maintenance Account no. 401-0036-536.0460 with an unencumbered balance of \$262,453.82 as of June 30, 2014.

**ALTERNATIVES:**

- Authorize Xylem to rebuild the outdated pump with only 1-year warrantee, and 3 to 4 week delivery at an estimated savings of \$614.75

**SUPPORT MATERIAL:**

- Cost estimate from Xylem Water Solutions USA, Inc. to rebuild out dated existing pump in the amount of \$7,113,00
- Cost estimate for purchase of new replacement pump with updated technology in the amount of \$7,727.75.
- State Warning Point Wastewater Spill Report



Xylem Water Solutions USA, Inc.  
Flygt Products

### PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2014-APO-0317

Date: 7/2/2014

Page 2 of 4

Tag #: 7733 ..

JobName:

*REBUILD EXISTING PUMP*

Hydraulic Type: C

Installation

Type: P

Discharge Size: 4"

Control

*WANT FARD 4S*

MFV

Primary Requirement: Other

**Repair/Service Requirements and Remarks**

SEALS ARE WORN AND LEAKING, THERE WAS WATER & SLUDGE IN THE ENTIRE PUMP, THE SHAFT IS PITTED AT THE SEAL AREAS, THE CABLE WAS WET DUE TO WATER INTRUSION, THE IMPELLER IS WORN BEYOND REPAIR, THE OIL HOUSING SEAL AREA IS WORN AND WILL NOT SUPPORT A NEW SEAL.

**Parts, Labor and Other Charges**

Parts:

Qty	PartNo	Description	Sell Price	Total Price
1	601 89 09	KIT,REPAIR BASIC+ NI 3127.090/180	\$1,317.00	\$1,317.00
1	309 44 12	STATOR,21-12-4A 230/460V:3PH+ 230V:1PH	\$923.00	\$923.00
1	84 18 02	GROMMET,NBR 23ID 52OD 26L	\$24.00	\$24.00
45	94 21 06	CABLE,SUBCAB AWG 10/3-2-1-GC+ 21.3MM	\$16.00	\$720.00
1	309 34 00	RING,WEAR STATIONARY STEEL/NBR	\$164.00	\$164.00
1	14-69 99 43	DEVCON	\$47.00	\$47.00
1	443 59 05	ROTOR UNIT	\$709.00	\$709.00
1	439 16 00	IMPELLER,C HT CODE 484 CI	\$1,537.00	\$1,537.00
1	443 55 10	HOLDER,BEARING ALUM	\$356.00	\$356.00
1	614 49 00	COVER,BEARING ZINC	\$46.00	\$46.00
1	604 47 00	HOUSING,OIL BOTTOM CI	\$648.00	\$648.00
1	734 59 00	LEAD-THROUGH UNIT	\$37.00	\$37.00
		Total Price		\$6,528.00

Labor and Other Charges:



Flygt Products  
2152 Sprint Blvd., Apopka FL 32703  
PH: (407) 880-2900  
FX: (407) 880-2962





Xylem Water Solutions USA, Inc.  
Flygt Products

### PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2014-APO-0317

Date: 7/2/2014

Page 3 of 4

Tag #: 7733

JobName:

Qty	PartNo	Description	Sell Price	Total Price
1	14-69 98 00	MAT'L,LUBES,SOLVENTS-SMALLPUMP	\$28.00	\$28.00
1	14-69 98 33	ENVIRONMENTAL FEE 0-10HP	\$35.00	\$35.00
6	14-69 99 39	LABOR,SERVICE-AOPKA	\$87.00	\$522.00
		Total Price		\$585.00

Total Price: \$7,113.00

#### Product Repair

Product Number:

Cost of New Unit:

Description:

Estimated Delivery: Weeks

#### Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.  
A signed Purchase Order or approval below must be received before any repair work can begin.  
If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

(closing text)

David Moffitt

Phone:

Fax:

Email: david.moffitt@xylem.com



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2152 Sprint Blvd, Apopka FL 32703  
PH: (407) 880-2900  
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*Xylem Water Solutions USA, Inc.  
Flygt Products*

2152 Sprint Blvd  
Apopka, FL 32703  
Tel (407) 880-2900  
Fax (407) 880-2962

July 7, 2014

NEW PUMP

Quote # 2014-APO-1101

CITY OF WILDWOOD  
100 N MAIN ST  
WILDWOOD FL 34785

WWTY YARD 45

Re: CITY OF WILDWOOD/ MIKE W.

**3127.484 REPLACEMENT PUMP QUOTE/REF REPAIR QUOTE#R2014-APO-0317/TAG#7733**

Qty	Part Number	Description	Disc.%	Unit Price	Extended Price
1	3127.182-0007	Flygt Model CP-3127.182 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 484 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, volute is prepared for Flush Valve	5.00	\$ 7,885.00	\$ 7,490.75

Total Project Price \$ 7,490.75

Total Discount % 5.00

Freight Charge \$ 237.00

Total Project Price **\$ 7,727.75**

PUMP WAS STAMPED BUT HAD A 484 IMPELLER ON IT

**Incoterm:** 1 FCA - Free Carrier **Named Placed:** 02 - US WH/ Factory

Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

**Terms & Conditions:** Order is subject to credit approval.

Net 45 days after date of invoice or 100% payable before start up of equipment, whichever comes first.



FLORIDA DEPT. OF EMERGENCY MANAGEMENT  
CITY OF WILDWOOD FLORIDA  
WASTEWATER SPILL REPORT

STATE WARNING POINT 800-320-0519

WASTEWATER SPILL in GALS. < 1000

LOCATION: WWTP 1290 INDUSTRIAL DR.

REASON: 10hp PUMP FAIL in PLANT L/S  
(backwash filters - press wash water)

TIME / DATE of SPILL 800 | 6/26/2014

TIME / DATE REPAIRED: 930 | 6/26/2014

REPORTED TO SWP TIME / DATE: 1410 / 6/26/14

REPORTED BY: BOBBY VALENTICH

OTHER DISCHARGE: NONE: No surface or waterway  
effected, contained on field & yard

STABILIZED: 10lbs. LIME

SWP CASE REF#: 2014-4578

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Contract Amendment with The Department of Corrections

**REQUESTED ACTION:** Approval of contract amendment

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:**

July 28, 2014

Special Meeting

**CONTRACT:**  N/A

Effective Date: 10-2-2013

Managing Division / Dept:

Vendor/Entity:

FDOC

Termination Date:

Midnight on 10-1-2015

Public Works

**BUDGET IMPACT:** Budgeted Item

Annual

Capital

N/A

**FUNDING SOURCE:**

**EXPENDITURE ACCOUNT:**

General

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#### HISTORY/FACTS/ISSUES:

Public Works Department Requests approval of Contract Amendment between The Department of Corrections and the City of Wildwood according to the conditions set forth in the attached Contract Amendment.

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CONTRACT # WS858  
Amendment #1

CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS  
AND  
CITY OF WILDWOOD

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and City of Wildwood (“Agency”) to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**;
- adds **Section VII., H., Prison Rape Elimination Act**; and
- replaces Addendum A with Revised Addendum A, effective October 2, 2014.

Original contract period: October 2, 2013 through October 1, 2014

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began October 2, 2013 and shall end at midnight on October 1, 2015.

This Contract is in its final renewal year.

2. **Section VII., H., Prison Rape Elimination Act (PREA)** is hereby added:

H. **Prison Rape Elimination Act (PREA)**

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

3. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective October 2, 2014.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

**CONTRACT # WS858  
Amendment #1**

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on October 2, 2014 or the last date of signature by all parties, whichever is later.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: CITY OF WILDWOOD**

SIGNED  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality,  
subject to execution.**

SIGNED  
BY: \_\_\_\_\_  
NAME: **Michael D. Crews**  
TITLE: **Secretary  
Department of Corrections**  
DATE: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_  
NAME: **Jennifer A. Parker**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: \_\_\_\_\_

Revised Addendum A

Inmate Work Squad Detail of Costs for City of Wildwood

Interagency Contract Number WS858 Amendment 1 Effective October 2, 2014

\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00	** \$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 58,972.00</b>	<b>\$ 56,747.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

- Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

**TOTAL - To Be Billed By Contract To Agency**

Number Squads	Total Annual Cost
1	\$ 750.00
	<b>\$ 750.00</b>

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES  NO   
 ENCLOSED TRAILER REQUIRED: YES  NO

Revised Addendum A  
**Inmate Work Squad Detail of Costs for City of Wildwood**  
**Interagency Contract Number WS858 Amendment 1 Effective October 2, 2014**

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

Hand Held Radio            MACOM    \$4969.00  
 Vehicle Mounted Radio    MACOM    \$5400.00

**TOTAL Operating Capital To Be Advanced By Agency**

	Per Unit Cost	Number of Units	Bill To Agency	Provided By Agency	Already Exists
\$		1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

1. Operating Capital - from Section IV.
2. Grand Total - To Be Advanced By Agency At Contract Signing:

Total Cost	-
\$	\$0.00
\$	\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. Grand Total - To Be Billed To Agency By Contract:

Total Cost	-
\$	\$56,747.00
\$	\$750.00
\$	\$57,497.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
 (Total of Sections V. and VI.)

\$	\$57,497.00
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**VIII. OVERTIME COSTS:**

if the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for City of Wildwood**  
**Interagency Contract Number WS858 Amendment 1 Effective October 2, 2014**

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.  
**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.