

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX
372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055

AGENDA ADDITIONS

April 19, 2018

5:30 P.M.

Ben Scott, County Manager:

- (1) State of Florida Department of Environmental Protection Agreement No. S0924 (Cannon Creek Project) Amendment No. 1**

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Commissioners

FR: Ben Scott, County Manager *Ben Scott*

DATE: April 16, 2018

SUBJECT: DEP Agreement No. S0924 (Cannon Creek)

Please find attached for your review and approval amendment number one to State of Florida Department of Environmental Protection (DEP) Agreement No. S0924 for the Cannon Creek project. This amendment is due to DEP by May 1, 2018 and will extend the agreement until August 1, 2021.

**BOARD MEETS FIRST THURSDAY AT 5:30 P.M.
AND THIRD THURSDAY AT 5:30 P.M.**

DEP AGREEMENT NO. S0924
AMENDMENT NO. 1

THIS AGREEMENT as entered into on March 28, 2016 between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and COLUMBIA COUNTY (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, due to delays in property acquisition, the Grantee has requested a no-cost time extension; and,

WHEREAS, the Department has agreed to extend the agreement; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 2 is hereby revised to change the expiration date of the Agreement to August 1, 2021.
2. Paragraph 3.B. is hereby deleted in its entirety and replaced with the following:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. Paragraph 8.C. is hereby deleted in its entirety.
4. The following is hereby added to Paragraph 17:

If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

5. Paragraph 21 is hereby deleted in its entirety and replaced with "RESERVED".
6. Paragraph 26 is hereby deleted in its entirety and replaced with the following:

EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN:

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

7. The following is hereby added to the Agreement as Paragraph 29:

TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8. All references in Attachment A to the design and construction of recharge wells shall hereinafter refer to a single recharge well.
9. Attachment A, the first paragraph of the Project Description is hereby deleted and replaced with the following:

The Project will increase aquifer recharge and improve the quality of the water recharging the aquifer, while addressing flooding issues that were identified in a County funded stormwater/flood study. The project will protect 3,280 acres in Lake City and Columbia County. The Project will retrofit and reroute the existing stormwater infrastructure in the Cannon Creek Basin to improve stormwater treatment, provide flood abatement, and improve recharge to the Floridan aquifer via natural features and the replacement of historical drainage wells. Key components of this project include the construction of new stormwater detention ponds, the construction of wetlands, construction of a detour channel, repair and reconstruction of existing stormwater conveyance channels, and the replacement of historical drainage wells. Property will need to be purchased to construct the new detention ponds, conveyance systems, recharge well and wetlands.

10. Attachment A. Project Timeline is hereby deleted in its entirety and replaced with the following:

PROJECT TIMELINE: The tasks must be completed and all deliverables received by the corresponding task end date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date
1	Design and Permitting	March 28, 2016	December 1, 2019
2	Property Acquisition	March 28, 2016	December 1, 2019
3	Construction	March 28, 2016	February 1, 2021

Note that, per paragraph 4 of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

11. Attachment F, Public Records Requirements, is hereby attached hereto and made a part of the Agreement.
12. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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

COLUMBIA COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
*Title:

By: _____
Secretary or Designee

Date: _____

Date: _____

Emily Brown, DEP Grant Manager

DEP QC Reviewer

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

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

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	F	Public Records Requirements (2 Pages)

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment F

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399