

The Broward County Mitigation Task Force

Proposed Mitigation Project

Proposal Identification number (issued by task force):

Proposing jurisdiction/organization: City of Oakland Park

Contact Individual Name: Harvey Rambarath, Engineering & Construction Manager

Agency or Organization: City of Oakland Park

Address: 3650 NE 12 Avenue, Oakland Park, FL 33334

Telephone: 954 561 6284 **Fax:** 954 561 6296 **E-Mail:** harveyr@oaklandparkfl.org

Date of Submittal of Original Proposal to Task Force: January 4, 2006

The Proposal – Provide a narrative describing the proposed initiative:

Project Title: Cherry Creek Stormwater Dredging Project

Project Description: This project will in accordance with SFWMD, remove pollution bound sediment from existing Coral Lakes to the C-13 Canal. It will provide for improved stormwater outfall conditions in the residential areas and associated roadway systems, assisting in reducing frequency and duration of flooding for residents and visitors.

Project Location:



Cherry Creek Dredging Project Limits

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The Broward County Mitigation Task Force Proposed Mitigation Project

The Benefits of the Proposal – this section is to be used for providing detailed information regarding the benefits of the proposed initiative, or to quantify, to the extent possible, the value of the costs avoided or minimized if the proposal were not to be implemented.

- 1) If the proposed initiative is specifically intended for protection of designated critical facilities, is a designated "critical facility" to be benefited? No ___ Yes If yes, provide type, name and address of designated critical facility:

Type	Owner	Written Concurrence by Owner	Street Address	Lat/Long
N/A				

- 2) For all types of projects, including those for protection of designated critical facilities:

Number of people directly benefited: 3818

Percentage of jurisdiction's population directly benefited: 9%

Does the project address populations outside the applicant's jurisdiction? Yes.

How? The Project provides drainage for the area bounded by Oakland Park Blvd to the South, Federal Highway on the East, Commercial Blvd. on the North and the FEC railroad on the West. Federal Highway, Oakland Park Blvd and Commercial Boulevard are State Principal Arterials. By dredging this channel we will expedite the drawdown of stormwater runoff from all of these streets.

Number of structures to be benefited: 1,899

Total taxable value of structures: \$ 271,931,830. Fair market value would be much higher.

Number of businesses to be benefited: 177

Total estimated number of employees benefited: 531

- 3) Is avoidance of evacuation to be an outcome of the proposal? No ___ Yes If yes, explain how: .

Is protection of the ability to evacuate to be an outcome? No ___ Yes If yes, explain how:

Estimate number of evacuees benefited by proposal: _____

Estimated number of businesses avoiding evacuation by proposal: _____

Valuable environmental resource to be protected: No ___ Yes If yes, give name, location acreage and type of resource:

6) Valuable cultural, historic, or civic resource to protected: No ___ Yes If yes, give name, location acreage, type of resource:

Project Title: Cherry Creek Stormwater Dredging Project

The Broward County Mitigation Task Force Proposed Mitigation Project

The cost of the Proposal – Provide the cost to implement the proposal: \$810,000

Briefly explain the components considered in estimating the cost to implement:

Planning and Zoning considerations, N/A

Permitting fees; \$5,000

Site preparation; N/A

Labor and building materials; \$750,000

Administrative costs: \$55,000

Provide the additional annual costs of maintaining the project: N/A

Estimated life of the project: 30 years

Define the audience most likely to bear the cost impact:

The general public

Educational/Institutions/Programs

Health care facilities/services

Buyers of property

Retail businesses

Local/regional governments

Developers/builders

Service businesses

Public safety agencies/orgs

Property owners

Manufacturers

Other:

Transient/tourists

Tourism related businesses

Comparison of the Benefit to Cost of the Proposal

1) Give the total dollar cost of the "worst case" outcome:

Using the taxable value of the structures located in the vicinity and assuming a conservative 5% loss in the event of severe flooding for a worst case scenario, we have a cost of
 $\$271,931,830 * 5\% = \$13,596,592$

2) Divide the \$/yr in "1]" by the cost to implement the proposal to derive the benefit to cost ratio:

$\$13,596,592 / \$810,000 = 16.79$

Timing of Implementation

It is anticipated that the City will issue a work Authorization to Craig A Smith and Associates in FY 2006 to begin design and permitting work for the dredging of this canal. We hope to have the project under construction in FY 2007.

Consistency with Other Plans and Programs

List the supporting documents, if any, in which this proposal is described (Give date, edition and section of the documents):

- A) SFWMD Assessments and Stormwater Master Plan
- B) City of Oakland Park, Stormwater Master Plan pages 18 & 24
- C) Broward County Local Mitigation Strategy

Feasibility of Implementation

- 1) Has the proposed project been used elsewhere for the same purpose? No Yes. Dredging projects have been done in many canals to increase their retention and carrying capacity. Each project is unique however because the different existing conditions.
Where: In what time frame? In March 2000 the West Palm Beach Canal Project used a Mud Cat MC-2000 to dredge this canal.

2) Has the proposed project obtained local legislative approval? No Yes N/A

Name: Harris Hamid

Title: Engineering & Construction Management Director

Agency: City of Oakland Park

Signature:

Submit completed form to Broward County Mitigation Task force, c/o Broward County Emergency Management, 201 NW 84th Avenue, Plantation, FL 33324

ATTACHMENT A PROJECT WORK PLAN

Please complete this form with as much detail as possible

I. GRANTEE/PROJECT INFORMATION:

Grantee:	City of Oakland Park
Project Title:	Oakland Park Cherry Creek Stormwater
DEP Grant #:	LP6766

II. FUNDING PLAN:

Category of Expenditure	2006-2007 LP Grant Funds Provided	2006-2007 Match Required	Total 2006-2007 Funding
Professional Services			
Construction & Demolition	\$375,000	\$375,000	\$750,000
Land			
Equipment			
Other (Specify)			
Total	\$375,000	\$375,000	\$750,000

III. SCOPE OF WORK:

This project will consist of the design; permitting and construction of a dredging project in accordance with the South Florida Water Management District (SFWMD) guidelines to remove pollution bound sediment from the existing channels of Coral Lakes on its way to the C-13 Canal. It will provide for improved stormwater outfall conditions in the residential areas and associated roadway systems, assisting in reducing frequency and duration of flooding for residents and visitors.

The City will begin design and permitting work on this project in July 2006 and anticipates going out to bid in April 2007. Construction is projected to last for 3 months with an additional month reserved for close out activities.

An estimated project timeline is as follows:

Item	Completion Date
Task 1: Complete design and permit application process	March 2007
Task 2: Issue for bids; receive and award bids	May 2007
Task 3: Construction completion	August 2007
Task 4: Project close-out	September 2007

The Florida Department of Environmental Protection (Department) and City of Oakland Park (Contractor) agree that the primary objectives of this project consist of the following:

To reduce flood damage within the watershed and benefit navigation via creek improvements such as channel dredging, widening and bank stabilization. The project encompasses an area from the mouth of Cherry Creek at the North Coral Lake then south approximately 2000 feet to the West Coral Lake. From the East Coral Lake channel dredging and bank stabilization will extend through approximately 6,000 linear feet of the Creek under Oakland Park Blvd to the C-13 Canal.

The project will act as a springboard for the creation of a community creek maintenance program. Habitat enhancement will be incorporated into project design where possible. The project will include construction and maintenance easements, right-of-way acquisitions, stream widening, and dredging.

Scope Detail:

1. The Contractor shall be responsible for the final project plan and implementation of the plan. The project plan shall include surveys, construction drawings, time lines, detailed budget information, bid documents and any subcontracts. Copies of all documents shall be submitted to the Department for review and approval.
2. The Contractor shall be responsible for obtaining all necessary permits/authorizations.
3. The Contractor shall notify the Department of the project start up dates at least 14 days prior to commencement.
4. The Contractor shall provide adequate on-site management to ensure compliance with the project plan and any permit conditions/requirements.
5. The Contractor shall be responsible for proper turbidity, sediment and erosion control at the work site. The Contractor shall be responsible for ensuring that state water quality standards pursuant to Chapter 62-302 F.A.C. are met.
6. Any significant modifications to the project plan must be agreed upon by the Department and the Contractor.
7. The Contractor shall submit quarterly progress reports, which shall include invoices, in accordance with Agreement requirements.

IV. PROJECT MILESTONES:

Timeline:

Department of Environmental Protection Approval	2006
Design	February, 2007
Permitting	March, 2007
Bid Award	May, 2007
Estimated Construction Start	June, 2007
Construction Completion	August, 2007
Project Closeout	September, 2007

V. LOCAL MATCH & OTHER GRANT FUNDS:

List the sources and amounts for all funds being used to fund this project.

SOURCE	AMOUNT(\$)
2006-2007 LP grant	\$375,000
2006-2007 Match	\$375,000
i.e. 2005-2006 LP05xx grant	
i.e. CDBG grant	
i.e. SRF loan WWxxxxx	
i.e. prior year local match for Design	\$66,210
i.e. federal funds – STAG grant	
Total Project Cost	\$816,210

1. Project Title: City of Oakland Park Cherry Creek Stormwater Date: January 4, 2006

2. Member Sponsor(s) Name: Senator Atwater Representative Bogdanoff District No.(s): S-25, H-91

3. What statewide interest does this project address as it relates to Chapter 216.052(1)? This restoration project will, in accordance with SFWMD, remove pollution bound sediment from existing Coral Lakes to C13 Canal. It will provide for improved stormwater outfall conditions in the residential areas and associated roadway systems, assisting in reducing frequency and duration of flooding for residents and visitors.

4. Requester:

Name: Mr. John Stunson Organization: City of Oakland Park

5. Recipient:

Name: City of Oakland Park Street: 3650 NE 12 Avenue

City: Oakland Park Zip Code: 33334

Counties: Broward Gov't Entity or Private Organization (Profit/Not for Profit)

6. Contact:

Name: Ms. Pat Himmelberger Phone #: 954-561-6103 e-mail: path@oaklandpark.org

7. **Project Description:** (Include services to be provided) Dredging and removal of pollution sediment/debris form existing channel to alleviate roadway and residential lot (home) flooding.

8. Is this a project related to 2004 hurricane damage? Yes No

8a. If yes, have you applied for financial assistance from FEMA? Yes No

8b. If yes, enter your FEMA identification number: N/A

8c. Is this project included in the Local Mitigation Strategy Plan? (See www.floridadisaster.org/brm/lms.htm for information) Yes No

9. **Measurable Outcome Anticipated:** Reduction of flooding within residential districts and roadways.

10. Amount you are requesting from the State for this project this year? Amount Requested:

11. Total cost of project this year:

12. Is this request being made to fund (check all that apply): Operations Construction

13. What type of match exists for this request? Local Private Federal None

13a. Enter all amounts that apply: Total Cash Amount Total In Kind Amount

14. Was this project previously funded by the State? Yes No

14a. If yes, most recent Fiscal Year _____ (eg. 2002-2003) Amount:

15. Is future-year funding likely to be requested? Yes No 15a. If yes, how much?

15b. Purpose for future year funding: Recurring Operations Non-Recurring Construction Other _____

16. Will this be an annual request? Yes No

17. Was this project included in an Agency Budget Request? Yes No

17a. If yes, name the Agency: _____

18. Was this project included in the Governor's Recommended Budget? Yes No

19. Is there documented need for this project? Yes No

19a. If yes, what is the documentation? (eg: LRPP, Agency Needs Assessment, etc.) SFWMD Assessments * Stormwater Master Plan.

20. Was this project request heard before a publicly noticed meeting of a body of elected officials (municipal, county, or state)?

Yes No 20a. If yes, name the Body: Oakland Park City Commission

20b. Most recent meeting date: (eg 12/31/2004) January 4, 2006

21. Is this a water project? Yes No (See www.dep.state.fl.us/water/waterprojectfunding/wp2005final.htm for more information)

If Yes, please complete Page 2

IMPORTANT: ATTACH APPROPRIATE SUPPORTING DOCUMENTATION FOR THIS CBIRS REQUEST

21a. Has your project been filed previously with the Department of Environmental Protection (DEP)? Yes No

(See www.dep.state.fl.us/water/waterprojectfunding/waterprojectshistory.pdf list of previously filed projects)

1b. If yes, DEP ID# _____

21c. Is the project eligible under section 403.885(5), F. S., to protect public health; protect the environment; and implement plans developed pursuant to the Surface Water Improvement and Management Act created in part IV of Chapter 373, F.S., other water restoration plans required by law, management plans prepared pursuant to s. 403.064, F.S., or other plans adopted by local government for water quality improvement and water restoration? Yes No

22. Is your project addressed in a state, regional or local plan (such as a SWIM Plan, Comprehensive Plan, Local Master Plan, etc.)?

Yes No

22a. If yes, name the plan and cite the pages on which the project is described City of Oakland Park Stormwater Master Plan, pgs. 18 & 24

If you are requesting funding for a stormwater or surface water restoration project:

23. Which Water Management District has the jurisdiction of your project? SFWMD

23a. Have you provided at least a 50% match? Yes No

23b. If yes, identify the amount and source of the match: Amount \$375,000.00 Source: General Funds

23c. Will this project reduce pollutant loadings to a water management district designated "priority" surface water body? Yes No

(See www.dep.state.fl.us/water/waterprojectfunding/WMDprioritywaters.htm for list of priority water bodies.)

23d. If yes, name the water body: _____

23e. If yes, describe, specifically, how it will reduce loadings, identify anticipated load reductions for total suspended solids, total nitrogen, total phosphorus, and other contaminants, and specify the practices that will be used to reduce loadings: _____

If you are requesting funding for a wastewater project: N/A

24. Does your project qualify for funding from DEP's "Small Community Wastewater Treatment Grant Program" under section 403.1838, F.S.?

Yes No (See www.dep.state.fl.us/water/wff/cwsrf/smalcwgp.htm for information)

24a. If yes, have you applied for funding? Yes No

24b. If yes, provide the DEP Disadvantaged Small Community Grant project number N/A

25. Other wastewater projects:

26. Have you received previous legislative funding for this project? Yes No

26a. If yes, list the amount and the fiscal year. Amount \$ _____ Fiscal Year _____

27. Is the project under construction? Yes No

28. Have you provided at least a 25% local match? Yes No

28a. If yes, identify the amount and source of the match: Amount \$ _____ Source: _____



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

RECEIVED
JUN 27 2006

Colleen M. Castille
Secretary

June 20, 2006

Ms. Pat Himelberger
City of Oakland Park
3650 NE 12 Avenue
Oakland Park, Florida 33334

Re: LP6766- City of Oakland Park
Oakland Park Cherry Creek Stormwater

Dear Ms. Himelberger:

We are pleased to inform you that the Fiscal Year 2006-2007 General Appropriations Act provides funding for your Stormwater project in the amount of \$375,000. Matching funds of \$375,000 are required for this grant. We will prepare the grant agreement to award funds as soon as the Project Work Plan Form (Attachment A) and the Agreement Information Form are received.

The forms are located on our Website at <http://www.dep.state.fl.us/water/wff/index.htm> under 2006-2007 Legislative Project Information. They provide necessary information for us to include in the agreement. Please provide sufficient detail defining the project in the Section III, Scope of Work, on the Project Work Plan. You may email or mail the forms to us at either of the included addresses. After the agreement is signed, changes to the scope of work, completion date or major changes to the planned expenditures will have to be approved by an amendment, so be as accurate as possible with cost estimates and allow sufficient time for project completion.

Unless additional information is needed, the agreement and attachments will be mailed to you for your signature. After signing the copies, return them for our signature and execution. We will then return an executed copy. The executed agreement will encumber the funds, which are to be used within the timeframe established by the agreement. Disbursement of funds will be provided on a cost reimbursement basis, following submittal of contractor or vendor invoices less the match requirement if any and proof of payment.

We congratulate you on your receiving an appropriation and look forward to assisting you in your efforts to provide positive stewardship of Florida's water resources. If you have any questions please contact Tommy Williams at (850)245-8364 or via email at thomas.e.williams@dep.state.fl.us

Sincerely,

Don W. Berryhill, P.E., Chief
Bureau of Water Facilities Funding

DWB/tw/d

"More Protection, Less Process"

Printed on recycled paper.

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DEP Grant #:	LP6766

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i.e. prior year local match for Design	\$66,210
i.e. federal funds - STAG grant	
Total Project Cost	\$816,210

AGREEMENT INFORMATION

Grantee: (i.e., city of, * county) City of Oakland Park
Project Number: LP6766
Project Title: Oakland Park Cherry Creek Stormwater
Award Amount: \$375,000
Required Match Amount: \$375,000
Federal Employer ID Number 596000391

1) Authorized Representative (to sign agreement)

Name: John Stunson Phone Number: 954 630 4212
Title: City Manager Fax Number: 954 630 4215
Employer: City of Oakland Park
Mailing Address (P.O. Box): 3650 NE 12 Avenue
City: Oakland Park State: FL Zip: 33334
Street Address for express mail delivery: 3650 NE 12 Ave
City: Oakland Park State: FL Zip: 33334
E-mail address: JohnS@oaklandparkfl.org

2) Grant Manager

Name: Harris Hamid Phone Number: 954 630 4477
Title: Engineering & Constr. Mngmt. Director Fax Number: 954 561 6296
Employer: City of Oakland Park
Mailing Address (P.O. Box): 250 NE 33 Street
City: Oakland Park State: FL Zip: 33334
E-mail address: HarrisH@oaklandparkfl.org

3) Disbursement Contact Person (who will prepare requests)

Name: Harvey Rambarath Phone Number: 954 630 4478
Title: Engineering & Constr. Mngmt. Manager Fax Number: 954 561 6296
Employer: City of Oakland Park
Mailing Address (P.O. Box): 250 NE 33 Street
City: Oakland Park State: FL Zip: 33334
E-mail address: HarveyR@oaklandparkfl.org

4) Primary Contact (if different from Grant Manager or Disbursement preparer)

Name: Harvey Rambarath Phone Number: 954 630 4478
Title: Engineering & Constr. Mngmt. Manager Fax Number: 954 561 6296
Employer: City of Oakland Park
Mailing Address (P.O. Box): 250 NE 33 Street
City: Oakland Park State: FL Zip: 33334
E-mail address: HarveyR@oaklandparkffl.org

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RESOLUTION NO. R-2006-208

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO PROVIDE FUNDING FOR THE OAKLAND PARK CHERRY CREEK STORMWATER DREDGING PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate City officials to execute an Agreement with the Department of Environmental Protection to provide funding for the Oakland Park Cherry Creek Stormwater Dredging Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City officials to execute an Agreement with the Department of Environmental Protection to provide funding for the Oakland Park Cherry Creek Stormwater Dredging Project.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to effectuate this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

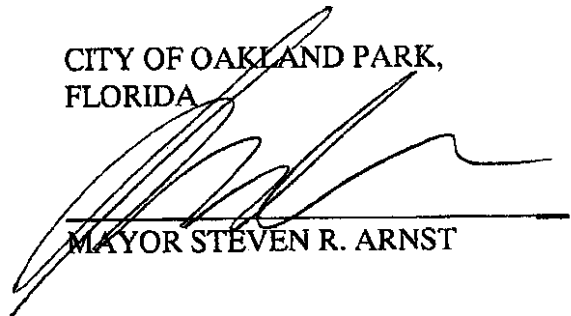
SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 20th day of December, 2006.

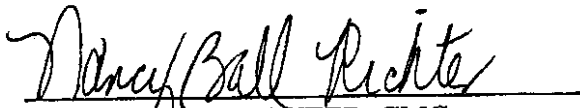
CITY OF OAKLAND PARK,
FLORIDA



MAYOR STEVEN R. ARNST

L. GIERER	<u>YES</u>
L. WALLS	<u>YES</u>
S. BOISVENUE	<u>YES</u>
A. MURPHY	<u>YES</u>
S. ARNST	<u>YES</u>

ATTEST:



NANCY BALL RICHTER, CMC
CITY CLERK

**STATE FINANCIAL ASSISTANCE AGREEMENT
CITY OF OAKLAND PARK
DEP AGREEMENT NO. LP6766**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1821 OF THE 2006 - 2007 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the CITY OF OAKLAND PARK, whose address is 3650 NE 12 Avenue, Oakland Park, Florida, 33334, (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Oakland Park Cherry Creek Stormwater project.

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than January 30, 2008, inclusive.
3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$375,000 toward the total project cost estimate of \$750,000. The parties hereto agree that the Grantee is responsible for providing a *minimum match of \$375,000 toward the project described in Attachment A*. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.
- B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed *Disbursement Request Package (provided as Attachment B)*. In addition to the disbursement form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with travel limits established in Section 112.061, Florida Statutes. The Disbursement Request Package must include:
 - (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. If payment is based on an authorized advance for incurred costs, invoices reflecting such costs must be included. After receipt of advance funds the Grantee shall provide proof of payment to the Department *within 30 days receipt of advance funds*. If payment is based on reimbursement, proof of payment of the invoices is required; and
 - (2) A certification signed by the Grantee's Grant Manager as to the current estimated cost of the Project; that the materials, labor, or services represented by the invoice have been

satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments; and

- (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and
 - (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.
- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within 30 calendar days 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). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- D. 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>.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
 5. Progress Reports (**Attachment C**) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and **Attachment E**) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department (see paragraph 15). Progress reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "progress reports" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
 6. The Grantee shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Grantee, his subcontractor, or any of the employees, agents or representatives of the Grantee or subcontractor to the extent allowed by law.
 7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled 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 Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. A. The Grantee shall comply with the applicable provisions contained in Attachment D (Special Audit Requirements), attached hereto and incorporated herein by reference. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. 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 Grants Development and Review Manager at 850/245-2361 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 Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment D, 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:

<http://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.

10. A. The Grantee shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department 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. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
11. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
12. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

13. The Department's Grant Manager for this Agreement is identified below.

Tommy Williams
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: 850-245-8358
Fax: 850-245-8411
Email: thomas.e.williams@dep.state.fl.us

14. The Grantee's Grant Manager for this Agreement is identified below.

Harris Hamid
City of Oakland Park
250 NE 33 Street
Oakland Park, Florida 33334
Phone: 954-630-4477
Fax: 954-561-6296
Email: HarrisH@oaklandparkfl.org

15. In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Grantee and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds which has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Grantee shall be responsible for submitting the information requested in the Interest Earned Memorandum (Attachment E) and the Advance Payment Justification Form (Attachment F) to the Department's Grant Manager quarterly. This information shall be requested by the Grant Manager and submitted by the Grantee on a quarterly basis in conjunction with the invoice/reporting requirements established in paragraphs 3 and 5.


16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter'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 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 his employees not otherwise protected.

17. 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. The Department shall have no liability except as specifically provided in this Agreement.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
19. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
20. The Department may at any time, by written order designated to be a change order, make any change in the Project Work Plan within the general scope of this Agreement (e.g., specifications, task timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
21.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a 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 and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. Land acquisition is not authorized under the terms of this Agreement.
23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


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

CITY OF OAKLAND PARK

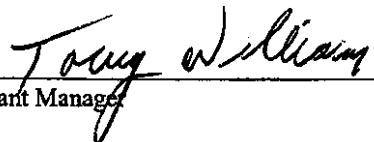
By: 
City Manager

Date: December 20, 2006

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 
Acting Director
Division of Water Resource Management

Date: JAN 8 2007


Grant Manager

FEID No.: 59-6000391

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Disbursement Request Package (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Advance Payment – Interest Earned Memorandum (1 Page)</u>
<u>Attachment</u>	<u>F</u>	<u>Advance Payment Justification Form (3 Pages)</u>



3650 NE 12th Avenue, Oakland Park, Florida 33334

December 12, 2006

Re: **Cherry Creek Dredging Project**

Dear Property Owner:


The City of Oakland Park, in conjunction with our consultants Craig A. Smith & Associates is in the process of preparing a survey and preliminary design plans for the dredging of Cherry Creek as it flows from the North Coral Lake to South of Oakland Park Blvd. Because of the limited access to this river, survey crews may have to traverse your property to conduct this survey. Even though surveyors have statute protection to cross properties to do their work, we feel that it is courteous to at least notify the affected residents and obtain their consent.

Additionally City Staff will have to tag any mangrove trees within the path of the proposed dredging project. These mangroves have to be shown and identified in our plans for Broward County's Environmental Protection Department to determine any mitigation measures that may be necessary in the event that some of these trees have to be moved or trimmed. Consequently we are requesting that you allow us access to your property to conduct this activity and tag these trees.

The dredging of Cherry Creek will functionally improve the drainage of the area and significantly reduce the potential for flooding in the event of heavy downpours. It is not our intention to dredge the entire creek but only those areas where sedimentation may have accumulated over the years resulting in an impediment to the flow of water. No private property will be taken for dredging activities and the paramount responsibility of the engineers is to design the dredge so that there will be no adverse impacts on the seawalls and banks of properties adjacent to the dredge areas.

We anticipate your cooperation in this endeavor and are confident that this dredging will improve the quality of life for residents in this area. Should you have any concerns please feel free to contact me by phone at (954) 630 4478 or by email at harveyr@oaklandparkfl.org.

Sincerely,
CITY OF OAKLAND PARK


Harvey Rambarath
Engineering & Construction Management Manager



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blairstone Road, MS 3505
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary - Designee

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JAN 12 2007

Mr. Harris Hamid
City of Oakland Park
250 NE 33 Street
Oakland Park, Florida 33334

Re: LP6766 – City of Oakland Park
Oakland Park Cherry Creek Stormwater Project

Dear Mr. Hamid:

We are pleased to provide financial assistance for your stormwater improvement project. Two copies of the fully executed grant agreement are enclosed. To draw money under the agreement, please call Tommy Williams at 850/245-8358 for assistance in completing a disbursement request. For your convenience, electronic copies of the attachments are located on our web page: <http://www.dep.state.fl.us/water/wff/index.htm> under *2006-2007 Legislative Project Information, Proposed LG Grant Attachments*.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

Janet G. Llewellyn
Acting Director
Division of Water Resource Management

JGL/cl

Enclosures

cc: John Stunson – City of Oakland Park
Harvey Rambarath – City of Oakland Park