

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, November 4, 2024 - 5:05 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER - Devoshay Johnson, Deputy City Manager, EmPowered in Christ (E.P.I.C.) Ministries**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of the Minutes of the October 21, 2024 Regular Meeting.
6. **PROCLAMATIONS**
 - a. National Apprenticeship Week
7. **LETTERS TO COMMISSION**
8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.
10. **MISCELLANEOUS REPORTS**

- a. Solid Waste Debris Removal Plan and On-Line Mapping System launch

11. **CONSENT AGENDA**

- a. Approval of the Amendment to the grant agreement between the State of Florida, the Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project to June 30, 2025.
- b. Approve Public Works to piggyback Florida Sheriff's Association Contract No. FSA23-VEH21.0 Specification No 46, for the purchase of two (2) Crew Cab-Flatbed Trucks from Rechten International, Riviera Beach, FL in accordance with the attached quote, for the amount not to exceed \$273,430.00.
- c. Approval to piggyback Florida Sheriff's Association Contract No. FSA23-VEH21.0: Heavy Trucks and Buses (bid effective from October 1, 2024 through September 30, 2025), Specification No. 86, for purchase of a Peterbilt model 520 with Heil ASL and chassis, in accordance with the attached quote, for the amount not to exceed \$423,860.00.
- d. Approval of Blanket Purchase Orders for the Police Department for Fiscal Year 2024-2025 in the total budgeted amount of \$734,769.
- e. Approval of Security Enhancements, City Hall, Securitas Electronic Security, Inc. Uniontown, OH, in the amount of \$195,380.24.

12. **PUBLIC HEARINGS**

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: <https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures>. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

- a. Legislative Hearing - Ordinance 24-041 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. SECOND READING.

13. **CITY COMMISSION**

- a. Resolution 24-R56 expressing support for Project Hammy as a Qualified Economic Development Ad Valorem Tax Exemption applicant.
- b. Follow up discussion and direction regarding the following:
 - 1. Status of City Manager, Nick Mimms.
 - 2. Status of the appointment of Linda Cox as Acting City Manager.

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting - 5:05 pm

5. a.

Meeting Date: 11/04/2024

Re: Approval of the Minutes of the October 21, 2024 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes of the October 21, 2024 Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Minutes

Form Review

Form Started By: Latoya Ransom
Final Approval Date: 10/24/2024

Started On: 10/24/2024 01:00 PM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, OCTOBER 21, 2024.

1. CALL TO ORDER

Mayor Hudson called the October 21, 2024, Regular Meeting of the City of Fort Pierce to order at 5:05 P.M.

2. OPENING PRAYER

Jamal Mosley, Interim IT Operations Manager.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Mayor Linda Hudson

Staff Present: Records Management Coordinator Tina Rel
Acting City Manager Linda Cox
City Attorney Sara Hedges

5. APPROVAL OF MINUTES

- a. Approval of the Minutes from the October 7, 2024 Regular Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the minutes of the October 7, 2024 Regular Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

6. PROCLAMATIONS

- a. Red Ribbon Week
- b. Gullah Geechee Month
- c. Government Week

7. LETTERS TO COMMISSION

8. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the agenda as set.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

9. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

No comments

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

- a. Approval of Continuing Contract for Landscape Architecture to Inspire Placemaking Collective of Orlando, Florida pursuant to RFQ No. 2024-005.
- b. Approval of Letter of Engagement with GrayRobinson, P.A. for Governmental Consulting Services
- c. Approval of travel for Commissioner Arnold Gaines to attend the Florida League of Cities Legislative Committee meeting in Orlando, Florida from November 07, 2024, to November 08, 2024, in the amount of \$413.89.
- d. Approval of travel for Commissioner Curtis Johnson to attend the Florida League of Cities Legislative Committee meeting in Orlando, Florida from November 07, 2024, to November 08, 2024, in the amount of \$413.89.
- e. Approval of travel for Mayor Linda Hudson to attend the Florida League of Cities Legislative Committee meeting in Orlando, Florida from November 07, 2024, to November 08, 2024, in the amount of \$413.89.
- f. Approval to piggyback Florida Sheriff's Association Contract No. FSA23-VEH21.0: Heavy Trucks and Buses (bid effective from October 1, 2024 through September 30, 2025), Specification No. 26, for purchase of a Ford F550 4X2 and Versalift from Duval Ford, Jacksonville, F, in accordance with the attached quote, for the amount not to exceed \$164,770.26.
- g. Approval to renew the current Flock Safety for Automatic License Plate Readers for five years in the amount of \$81,500.00 annually, for a total cost not to exceed \$407,500.00.
- h. Approval of the Flock Safety agreement that will expand services with a first-year cost of \$409,350.00 and years two through five costs of \$354,100.00, for a total not to exceed \$1,825,750.00.
- i. Approval of an individual vendor Purchase Order #240100 increased in FY2024 for Gall's in the amount of \$18,852, for a total not to exceed \$68,852.
- j. Approval of the Communitywide Council's recommendation to award three (3) Small Business Grants in the amount not to exceed \$5,000.00 each to the Learning Tree Academy Premier Gift Baskets Design and Secure Labs.

Commissioner Gaines commented on item 11j
Commissioner Curtis Johnson pulled items 11g and 11h.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by
Commissioner Jeremiah Johnson to approve items 11a-11f and items 11i and 11j of
the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines,
Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Mayor Linda Hudson

Passed

As to item 11g

The Commission inquired on the outcomes of investing in this equipment, where
the funds are coming from and commented on the benefits of the service to make
the City safer.

Captain Jason Braun, Fort Pierce Police Department, commented on the license
plate reader system and expounded on the Flock Safety system.

Acting City Manager, Linda Cox commented that the funds come from the general
account.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by
Commissioner Arnold Gaines to approve item 11g of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines,
Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Mayor Linda Hudson

Passed

Motion was made by Commissioner Curtis Johnson, Jr., seconded by
Commissioner Michael Broderick to approve item 11h of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines,
Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Mayor Linda Hudson

Passed

12. PUBLIC HEARINGS

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: <https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures>. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

- a. Legislative Hearing - Ordinance 24-041 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. FIRST READING.

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by
title only, into the record.

ORDINANCE NO. 24-041

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
FORT PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE
IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF
ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED
URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS
113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE;

REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Shyanne Harnage, CRA Administrator, provided an update on the impact fee moratorium within urban infill and redevelopment areas.

The Commission commented on the success of the program, inclusion and partnerships with the County, the Treasure Coast Building Association, impact fees, and market rate housing,

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 24-041.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines,
Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Mayor Linda Hudson

Passed

13. CITY COMMISSION

- a. Resolution 24-R51 appointing members to serve on the Communitywide Council.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 24-R51
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 24-R51 appointing Wesley Sands Jr., Ella Hodge-Wimes, and Betty Jo Starke.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines,
Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Mayor Linda Hudson

Passed

- b. Resolution 24-R55 appointing members to serve on the Civil Service Appeals Board.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 24-R55
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE CIVIL SERVICE APPEALS BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Acting City Manager, Linda Cox commented that a clear vote is required for the term lengths.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution 24-R55 appointing David Hewitt with a two-year term regular seat, April Nixon with a two-year term and an alternate seat, Thora A. Moore with a one-year term regular seat, and James E Lilly with a one-year term and an alternate seat.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines,
Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Mayor Linda Hudson

Passed

14. COMMENTS FROM THE PUBLIC

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No comments

15. COMMENTS FROM THE CITY MANAGER

a. Report

Acting City Manager, Linda Cox provided an update on storm debris cleanup, impacts to city facilities, Brightline, City Government Week and the chili cook off.

Records Management Coordinator, Tina Rel - No comments

City Attorney, Sara Hedges - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on public works hard work cleaning up after the storm.

Commissioner Broderick commented on the meeting with Brian Mast.

Commissioner Curtis Johnson commented on debris pick up, requested an estimation of the clean up timeline, and communication with the public on clean up, election season and thanked public works for speedy clean up of an early morning garbage spill.

Commissioner Jeremiah Johnson thanked public works and the first responders, commented on the new street sweeper, and that the City is working for the people.

Mayor Hudson commented on a job well done by public works, touring Spanish Lakes, and early voting.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned the meeting at 6:27 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 pm

6. a.

Meeting Date: 11/04/2024

Re: National Apprenticeship Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Apprenticeship Week

Attachments

National Apprenticeship Week

Form Review

Form Started By: Latoya Ransom

Started On: 10/03/2024 11:55 AM

Final Approval Date: 10/03/2024



CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, National Apprenticeship Week is celebrating its 10th anniversary of raising awareness of the vital role registered apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to good, quality jobs and well-paying careers in Fort Pierce and across the nation; and

WHEREAS, Registered apprenticeship programs enable employers to develop and train their future workforce while offering career seekers affordable paths to secure high-paying jobs; and

WHEREAS, the City of Fort Pierce recognizes the role of registered apprenticeships in expanding opportunities in our workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality, thus providing a path for all qualified individuals, including women, youth, people of color, rural communities, justice-involved individuals, and individuals with disabilities, to become apprentices and contribute to America's industries; and

WHEREAS, the City of Fort Pierce recognizes Registered Apprenticeships, a proven and industry-driven training model, is a key strategy to improving job quality, and creating access to good-paying, family-sustaining jobs for all, starting with youth and young adults, while addressing some of our nation's pressing workforce challenges such as rebuilding our country's infrastructure, addressing critical supply chain demands, supporting a clean energy workforce, modernizing our cybersecurity response, and responding to care economy issues.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim November 17-23, 2024 as:

National Apprenticeship Week

in the City of Fort Pierce and the vital role Registered Apprenticeships play in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 4th day of November 2024.

MAYOR/COMMISSIONER



City Commission Regular Meeting - 5:05 pm

10. a.

Meeting Date: 11/04/2024

Re:

SUBJECT:

Solid Waste Debris Removal Plan and On-Line Mapping System launch

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Form Review

Form Started By: Linda Cox

Started On: 10/30/2024 09:06 AM

Final Approval Date: 10/30/2024

City Commission Regular Meeting - 5:05 pm

11. a.

Meeting Date: 11/04/2024

Re: Grant Award Agreement between the State of Florida, Department of State and the City of Fort Pierce

Submitted For: Audria Moore, Special Projects Coordinator, City Manager

SUBJECT:

Approval of the Amendment to the grant agreement between the State of Florida, the Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project to June 30, 2025.

SUMMARY:

In response to Hurricane Milton, the Department of State initiated a grant extension for the Highwaymen Museum Project. Prior to the storm, the project was on track to be completed by December 26, 2024. Considering the potential impact on project supplies and to err on the side of caution, acceptance of this extension is recommended. The current amended length of the grant agreement ends December 31, 2024. This third and last grant period extension amendment extends the grant period to June 30, 2025.

RECOMMENDATION:

Staff recommends approval of the Amendment to the extension of the grant period for the Highwaymen Museum project.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Audria Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager's Office
City Attorney's Office
Teri Abstein, FL Department of State

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: 2025
Account: N/A
Amount: 0

OTHER INFORMATION:

There is no fiscal impact.

Attachments

Grant Extension Amendment
CAO Approval Memo
Updated Project Schedule
Original Grant Agreement and Amendments

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	10/16/2024 09:51 AM
City Manager	Linda Cox	10/16/2024 09:52 AM
Form Started By: Audria Moore		Started On: 10/14/2024 05:32 PM
Final Approval Date: 10/16/2024		

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the “Division” and the City of Fort Pierce, hereinafter referred to as the “Grantee”.

The parties entered into a grant agreement for the implementation of an African-American Cultural and Historical Grant, grant number 23.s.aa.900.084, for “FL Highwaymen & African-American Culture Project.” The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 12/31/2024

Amended Length of Agreement

7/1/2021 - 6/30/2025

Additional Conditions

12. Grant Reporting Requirements:

k) Eleventh Report is due by January 15, 2025, for the period ending December 31, 2024.

l) Twelfth Report is due by April 15, 2025, for the period ending March 30, 2025.

m) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Authorized official for the Grantee

Authorized official for the Division

Authorized official Signature

Date

Division Authorized official Signature

Date



TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER
FROM: ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY **AHD**
THROUGH: SARA HEDGES, CITY ATTORNEY *SH*
RE: AMENDMENT EXTENDING HIGHWAYMEN MUSEUM GRANT AGREEMENT TO JUNE 30, 2025
CAO RLS FILE: 24-402
DATE: OCTOBER 14, 2024

I have reviewed the above Request for Legal Services related to an amendment extending the "FL Highwaymen & African-American Culture Project" Grant Award Agreement between the City and the State of Florida to June 30, 2025.

The draft of the Amendment received from the State contained a few typos which I have corrected (and you can review on the uploaded redline version).

With the suggested changes, the Amendment is approved as to form and correctness.

For your convenience, I also uploaded a changes-accepted version.

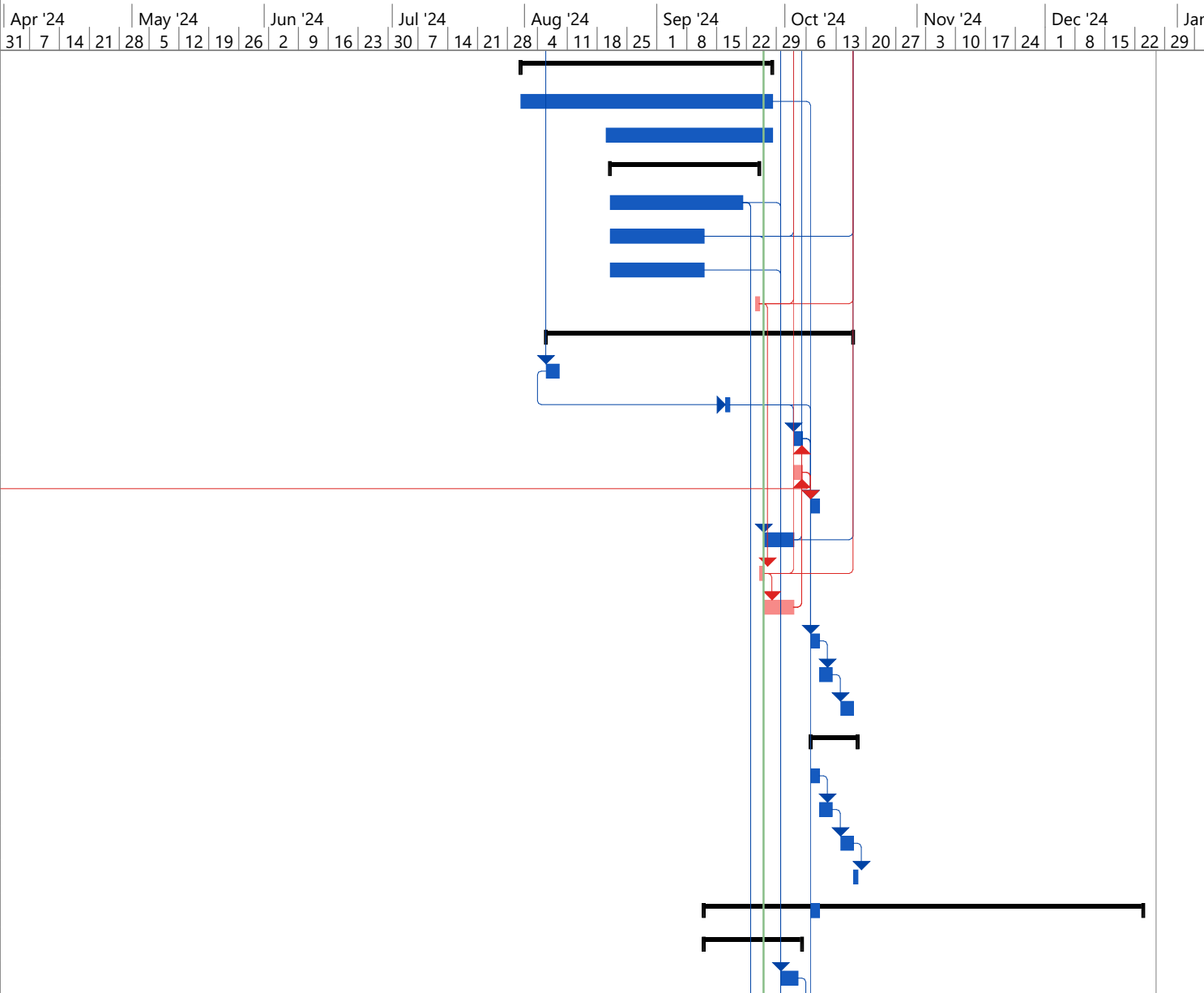
/ahd

ID	Task Mode	Task Name	Duration	Start	Finish	Timeline																											
						Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan																		
1		The Highwaymen Museum	160 days	Fri 5/17/24	Thu 12/26/24	[Red bar spanning from May 17 to Dec 26, 2024]																											
2		CoFP Department Permitting	57 days	Tue 12/19/23	Wed 3/6/24	[Blue bar from Dec 19, 2023 to Mar 6, 2024]																											
3		COA Application Approval	12 days	Tue 12/19/23	Wed 1/3/24	[Blue bar from Dec 19, 2023 to Jan 3, 2024]																											
4		DPCR Application Approval	1 day	Thu 1/4/24	Thu 1/4/24	[Blue bar on Jan 4, 2024]																											
5		Planning Department Prescreen Review	3 days	Thu 1/4/24	Mon 1/8/24	[Blue bar from Jan 4 to Jan 8, 2024]																											
6		DPCR Application Resubmission request from City	0 days	Thu 1/4/24	Thu 1/4/24	[Blue bar on Jan 4, 2024]																											
7		AOR resubmit drawings per 2023 FBC & ASCE codes	9 days	Thu 1/18/24	Tue 1/30/24	[Blue bar from Jan 18 to Jan 30, 2024]																											
8		Planning Department Review/Approval	4 days	Thu 2/8/24	Tue 2/13/24	[Blue bar from Feb 8 to Feb 13, 2024]																											
9		Building Department Permit Forms Intake	16 days	Wed 2/14/24	Wed 3/6/24	[Blue bar from Feb 14 to Mar 6, 2024]																											
10		Low Voltage Permitting	154 days	Fri 3/15/24	Wed 10/16/24	[Black bar from Mar 15 to Oct 16, 2024]																											
11		Low Voltage Scope Coordination	36 days	Fri 3/15/24	Fri 5/3/24	[Blue bar from Mar 15 to May 3, 2024]																											
12		Low Voltage Drawing Submission	50 days	Mon 5/6/24	Fri 7/12/24	[Blue bar from May 6 to Jul 12, 2024]																											
13		Low Voltage Drawing Review/Approval	10 days	Thu 10/3/24	Wed 10/16/24	[Blue bar from Oct 3 to Oct 16, 2024]																											
14		Building Department Permitting	92 days	Thu 3/7/24	Fri 7/12/24	[Black bar from Mar 7 to Jul 12, 2024]																											
15		Permit Review/Approval	50 days	Thu 3/7/24	Wed 5/15/24	[Red bar from Mar 7 to May 15, 2024]																											
16		Owner Fee payment	1 day	Thu 5/16/24	Thu 5/16/24	[Blue bar on May 16, 2024]																											
17		Building Permit Review Revisions	34 days	Fri 5/17/24	Wed 7/3/24	[Blue bar from May 17 to Jul 3, 2024]																											
18		Permit Review/Approval	6 days	Fri 7/5/24	Fri 7/12/24	[Blue bar from Jul 5 to Jul 12, 2024]																											
19		Fire Department Permitting	79 days	Thu 3/21/24	Tue 7/9/24	[Black bar from Mar 21 to Jul 9, 2024]																											
20		Owner Permit Check Payment	21 days	Fri 3/22/24	Fri 4/19/24	[Blue bar from Mar 22 to Apr 19, 2024]																											
21		Building Drawing Submission	1 day	Thu 3/21/24	Thu 3/21/24	[Blue bar on Mar 21, 2024]																											
22		Fire Sprinkler Drawing Submission	1 day	Thu 3/21/24	Thu 3/21/24	[Blue bar on Mar 21, 2024]																											
23		Fire Alarm Drawing Review/Approval	23 days	Mon 5/6/24	Wed 6/5/24	[Blue bar from May 6 to Jun 5, 2024]																											
24		Fire Alarm Permit Resubmission	4 days	Thu 6/6/24	Tue 6/11/24	[Blue bar from Jun 6 to Jun 11, 2024]																											
25		Fire Alarm Permit Review/Approval	15 days	Wed 6/12/24	Tue 7/2/24	[Blue bar from Jun 12 to Jul 2, 2024]																											
26		Fire Sprinkler Permit Review/Approval	20 days	Wed 6/12/24	Tue 7/9/24	[Blue bar from Jun 12 to Jul 9, 2024]																											
27		Low Voltage Permitting	10 days	Thu 10/17/24	Wed 10/30/24	[Black bar from Oct 17 to Oct 30, 2024]																											
28		Low Voltage Drawing Submission	10 days	Thu 10/17/24	Wed 10/30/24	[Blue bar from Oct 17 to Oct 30, 2024]																											

Project: Highwaymen Museum
Date: Thu 9/26/24

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

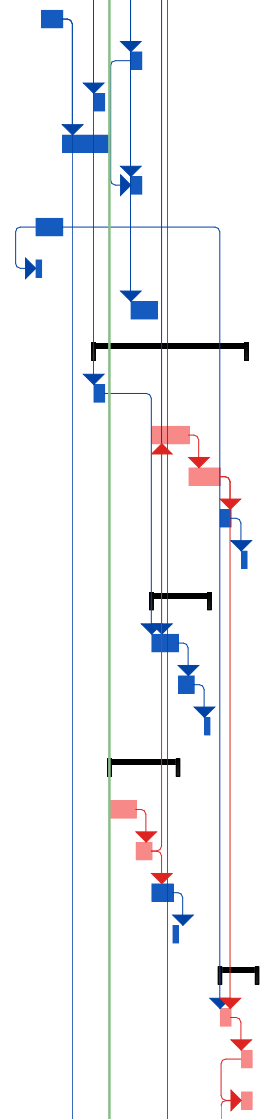
ID	Task Mode	Task Name	Duration	Start	Finish	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan
29		RFI Directives	43 days	Wed 7/31/24	Fri 9/27/24										
30		RFI #2 - Exterior wall sconces (Pending Owner approval)	43 days	Wed 7/31/24	Fri 9/27/24										
31		RFI #4 - Electrical track lighting (Pending EOR approval)	29 days	Tue 8/20/24	Fri 9/27/24										
32		Change Order Approvals	25 days	Wed 8/21/24	Tue 9/24/24										
33		CO #4 - Bathroom Renovation	23 days	Wed 8/21/24	Fri 9/20/24										
34		CO #5 - Concrete removal & reinstall sidewalk	16 days	Wed 8/21/24	Wed 9/11/24										
35		CO #6 - Repair second floor joists	16 days	Wed 8/21/24	Wed 9/11/24										
36		CO #7 - Sanitary line relocation	1 day	Tue 9/24/24	Tue 9/24/24										
37		Exterior Finishes	52 days	Tue 8/6/24	Wed 10/16/24										
38		Demo exterior concrete stairs / railing - 2nd FL	3 days	Tue 8/6/24	Thu 8/8/24										
39		Remove concrete slab - East	1 day	Tue 9/17/24	Tue 9/17/24										
40		Build exterior stairs & railing - East	2 days	Thu 10/3/24	Fri 10/4/24										
41		Install concrete pad for Generator	2 days	Thu 10/3/24	Fri 10/4/24										
42		Inspection	2 days	Mon 10/7/24	Tue 10/8/24										
43		CO #5 - Concrete removal & reinstall sidewalk	5 days	Thu 9/26/24	Wed 10/2/24										
44		CO #7 - Sanitary line relocation	1 day	Wed 9/25/24	Wed 9/25/24										
45		Relocate domestic water line - East	5 days	Thu 9/26/24	Wed 10/2/24										
46		Stucco	2 days	Mon 10/7/24	Tue 10/8/24										
47		Paint	3 days	Wed 10/9/24	Fri 10/11/24										
48		Awning	3 days	Mon 10/14/24	Wed 10/16/24										
49		Exterior Openings	9 days	Mon 10/7/24	Thu 10/17/24										
50		Remove exterior door & frames	2 days	Mon 10/7/24	Tue 10/8/24										
51		Demo exterior wall for new openings	3 days	Wed 10/9/24	Fri 10/11/24										
52		Frame and set new impact doors / windows	3 days	Mon 10/14/24	Wed 10/16/24										
53		Inspection	1 day	Thu 10/17/24	Thu 10/17/24										
54		Interior Finishes	73 days	Thu 9/12/24	Mon 12/23/24										
55		Water Damage Repairs / Select Demo work	17 days	Thu 9/12/24	Fri 10/4/24										
56		Demo existing AHU system - 1st FL	4 days	Mon 9/30/24	Thu 10/3/24										



Project: Highwaymen Museum
Date: Thu 9/26/24

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

ID	Task Mode	Task Name	Duration	Start	Finish	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan
57		Probe/Demo area(s) water fl damage	2 days	Thu 9/26/24	Fri 9/27/24										
58		Remove existing floor tile - 2nd FL	2 days	Fri 9/13/24	Mon 9/16/24										
59		Remove window sill damage - 2nd FL	2 days	Mon 9/30/24	Tue 10/1/24										
60		Demo bathroom countertops - 1st FL	2 days	Mon 9/23/24	Tue 9/24/24										
61		Remove existing floor tile - 1st FL	7 days	Tue 9/17/24	Wed 9/25/24										
62		Remove ceiling damage at entry way - 1st FL	2 days	Mon 9/30/24	Tue 10/1/24										
63		Demo interior wall for new openings	3 days	Thu 9/12/24	Mon 9/16/24										
64		Demo wall partitions - 1st FL	1 day	Thu 9/12/24	Thu 9/12/24										
65		CO #6 - Repair second floor joists	5 days	Mon 9/30/24	Fri 10/4/24										
66		CO #4 Bathroom Renovation	21 days	Mon 9/23/24	Mon 10/21/24										
67		Demolition (Partition / Accessories / Flooring)	2 days	Mon 9/23/24	Tue 9/24/24										
68		Measure and fabricate countertops	5 days	Fri 10/4/24	Thu 10/10/24										
69		Install flooring / reset toilets	4 days	Fri 10/11/24	Wed 10/16/24										
70		Install toilet accessories	2 days	Thu 10/17/24	Fri 10/18/24										
71		Install partitions	1 day	Mon 10/21/24	Mon 10/21/24										
72		HVAC	7 days	Fri 10/4/24	Mon 10/14/24										
73		Complete HVAC system - 2nd FL	3 days	Fri 10/4/24	Tue 10/8/24										
74		Complete HVAC system - 1st FL	3 days	Wed 10/9/24	Fri 10/11/24										
75		Inspection	1 day	Mon 10/14/24	Mon 10/14/24										
76		Plumbing	9 days	Thu 9/26/24	Tue 10/8/24										
77		New Kitchen plumbing - 1st FL	3 days	Thu 9/26/24	Mon 9/30/24										
78		New ADA bathroom plumbing - 1st FL	3 days	Tue 10/1/24	Thu 10/3/24										
79		New wet bar - 2nd FL	2 days	Fri 10/4/24	Mon 10/7/24										
80		Inspection	1 day	Tue 10/8/24	Tue 10/8/24										
81		Insulation	5 days	Thu 10/17/24	Wed 10/23/24										
82		New wall framework layout	2 days	Thu 10/17/24	Fri 10/18/24										
83		Install wall insulation - 2nd FL	2 days	Mon 10/21/24	Tue 10/22/24										
84		Install wall insulation - 1st FL	2 days	Mon 10/21/24	Tue 10/22/24										



Project: Highwaymen Museum
Date: Thu 9/26/24

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress
Split		Inactive Milestone		Manual Summary		Deadline		
Milestone		Inactive Summary		Start-only		Critical		
Summary		Manual Task		Finish-only		Critical Split		
Project Summary		Duration-only		External Tasks		Progress		

ID	Task Mode	Task Name	Duration	Start	Finish	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan
113		Install Trim	3 days	Wed 12/11/24	Fri 12/13/24										
114		Interior Paint	5 days	Mon 12/16/24	Fri 12/20/24										
115		Prime all walls and ceilings - 2nd FL	5 days	Mon 12/16/24	Fri 12/20/24										
116		Paint all walls and ceilings - 1st FL	5 days	Mon 12/16/24	Fri 12/20/24										
117		Cabinets	70 days	Tue 9/17/24	Mon 12/23/24										
118		Measure and Fabricate Countertops	10 days	Tue 9/17/24	Mon 9/30/24										
119		Install Kitchen countertops & cabinets - 1st FL	4 days	Tue 10/1/24	Fri 10/4/24										
120		Install Kitchen appliances	1 day	Mon 12/23/24	Mon 12/23/24										
121		Sitework	11 days	Thu 10/10/24	Thu 10/24/24										
122		Install gates & fencing	5 days	Mon 10/14/24	Fri 10/18/24										
123		Fence inspection	1 day	Mon 10/21/24	Mon 10/21/24										
124		New CMU wall for generator- North	2 days	Thu 10/10/24	Fri 10/11/24										
125		Pour new concrete stairs - East	3 days	Mon 10/14/24	Wed 10/16/24										
126		Inspection	2 days	Thu 10/17/24	Fri 10/18/24										
127		Paint CMU wall for generator	1 day	Mon 10/21/24	Mon 10/21/24										
128		Install brick paving	3 days	Tue 10/22/24	Thu 10/24/24										
129		Final Acceptance	4 days	Mon 12/23/24	Thu 12/26/24										
130		Perform final walk-through inspection	1 day	Mon 12/23/24	Mon 12/23/24										
131		Complete punch list items	2 days	Tue 12/24/24	Wed 12/25/24										
132		Final cleanup	1 day	Thu 12/26/24	Thu 12/26/24										

Project: Highwaymen Museum
Date: Thu 9/26/24

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE**

AND
City of Fort Pierce
HD7SD9PNKNA5
23.s.aa.900.084

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Fort Pierce hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.084 for the Project "FL Highwaymen & African-American Culture Project," in the amount of \$483,662 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "FL Highwaymen & African-American Culture Project," the public purpose for which these funds were appropriated.
 - a. The Grantee shall perform the following **Scope of Work**:

Funds are to be used to transform an existing two-story, 3,200 square feet building located in the historical African American community of Lincoln Park to house The Florida Highwaymen Museum. Work items include: HVAC; fire suppression; security system; decorative security fencing; upgrade (5) exterior doors; renovate kitchen and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	\$120,915
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$120,915
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$120,916

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$120,916
Totals				\$483,662

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :
Teri Abstein
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6299
Email: teri.abstein@dos.myflorida.com

For the Grantee:

Contact: Audria Moore-Wells
Address: 100 N US Highway 1 Fort Pierce Florida 34950
Phone: 772.467.3184
Email: amoorewells@cityoffortpierce.com

4. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com/> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
 - b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
 - c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards.

The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

- i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.
- ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at: <https://www.nps.gov/subjects/historicpreservation/standards.htm>
- iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>
- iv. Architectural Services
 - A. All projects shall require contracting for architectural/engineering services.
 - B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.
- v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

- A. Upon completion of **schematic design**;
 - B. Upon completion of **design development and outline specifications**; and
 - C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
 - vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
 - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interior's Professional Qualification Standards for Archaeology*.

E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.
- ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.
- iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

- a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via <https://dosgrants.com/>. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

- a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.
- b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 - September 30, 2022.
- c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.
- d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.

- e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.
- f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.
13. **Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than \$500,000. *However*, if the Grant Award Amount is greater than \$500,000, Grantee is required to provide a 50% match of the amount above \$500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however*; that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
 - Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
 - Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
 - Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of

consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;

- h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
- r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
- s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
- t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. Repayment. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Single Audit Act. The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Restrictive Covenants.** The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of grant funds. The Restrictive Covenants shall include at a minimum the following provisions:
- a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.
 - b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
 - c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.
 - f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
 - i. Amortization Schedule for projects involving improvements to Real Property:
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).
 - g. Other provisions as agreed upon by the Department and the Grantee.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

- b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.
 - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d. The name of the account(s) must include the grant award number;
 - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.
- 29. Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the 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.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
32. **Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
33. **Termination of Agreement.**
 - a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
36. **Required Procurement Procedures for Obtaining Goods and Services.**
 - a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.
 - b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

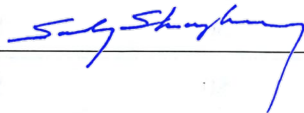
37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Estimated Project Budget (Attachment A)
- c. Single Audit Act Requirements and Exhibit I (Attachment B)
- d. Federal Special Conditions (Attachment C)
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

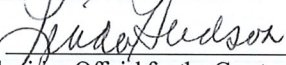
Department of State:

By: 

Division Director Sandy Shaughnessy
Division of Arts and Culture

August 23, 2022
Date

Grantee:

By: 
Authorizing Official for the Grantee

Linda Hudson, Mayor
Typed name and title

8/1/2022
Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Other			
HVAC Systems	\$21,450	\$0	\$0
Alarm System	\$81,596	\$0	\$0
Fencing	\$78,480	\$0	\$0
Building Pressure Wash	\$1,200	\$0	\$0
Exterior Building Painting	\$16,500	\$0	\$0
Brick Garden Pavers	\$32,500	\$0	\$0
LED Track Lights 1st Fl	\$12,000	\$0	\$0
Exterior Doors PGT Impact 1st Fl	\$10,000	\$0	\$0
Kitchen Wood Shutters	\$1,350	\$0	\$0
Removal & Replace Flooring 1st Fl	\$11,600	\$0	\$0
Windowsills 1st Fl	\$1,800	\$0	\$0
Repair Prime Patch Paint Walls 1st Fl	\$10,200	\$0	\$0
LED Track Lighting 2nd FL	\$18,750	\$0	\$0
Window Coverings 2nd Fl	\$7,200	\$0	\$0
2 Exterior Doors PGT Impact 2nd Fl	\$5,000	\$0	\$0
Removal & Replace Flooring 2nd Fl	\$11,600	\$0	\$0
Repair Patch Paint 2nd Fl	\$10,200	\$0	\$0
Generators	\$75,500	\$0	\$0
Install Fire Wet Water Suppression System	\$25,000	\$0	\$0
Install 6 Custom Window Coverings throughout 1st Floor	\$3,600	\$0	\$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	\$1,250	\$0	\$0

Description	Grant Funds	Cash Match	In Kind Match
Supply and Install 5 Windowsills 2nd Fl	\$750	\$0	\$0
Elevator Repair	\$6,136	\$0	\$0
Kitchen Renovation	\$40,000	\$0	\$0
<i>Subtotals</i>	<i>\$483,662</i>	<i>\$0</i>	<i>\$0</i>
Totals	\$483,662	\$0	\$0

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff 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 (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State 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 State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, 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).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State 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 State, 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. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate 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).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 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 IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. \$483,662

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.
7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.
8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").
10. **Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
11. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110 *et sequence*.
13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
 - i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
17. **Additional Lobbying Requirements.**
 - i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
 - ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.
19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.
20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
 - i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#) all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" [60 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - iv. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#) and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#) "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#) "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.
 - v. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- vii. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See [Public Law 115-232](#), section 889 for additional information.
- F. See also 2 CFR [§ 200.471](#).
- xii. Domestic Preferences for Procurements.
- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

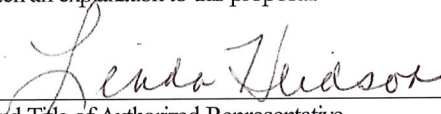
ATTACHMENT D

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Name and Title of Authorized Representative



Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Florida Department of State African-American Cultural and Historical Grant, grant number 23.s.aa.900.084, for the "FL Highwaymen & African-American Culture Project." The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Funds are to be used to transform an existing two-story, 3,200 square feet building located in the historical African American community of Lincoln Park to house The Florida Highwaymen Museum. Work items include: HVAC; fire suppression; security system; decorative security fencing; upgrade (5) exterior doors; renovate kitchen and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch.

Amended Scope Of Work

Funds are to be used to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; removal of and replace the flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with a transfer switch.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
HVAC Systems	\$21,450	\$0	\$0
Alarm System	\$81,596	\$0	\$0
Fencing	\$78,480	\$0	\$0
Building Pressure Wash	\$1,200	\$0	\$0
Exterior Building Painting	\$16,500	\$0	\$0
Brick Garden Pavers	\$32,500	\$0	\$0
LED Track Lights 1st Fl	\$12,000	\$0	\$0

Description	Grant Funds	Cash Match	In Kind Match
Exterior Doors PGT Impact 1st Fl	\$10,000	\$0	\$0
Kitchen Wood Shutters	\$1,350	\$0	\$0
Removal & Replace Flooring 1st Fl	\$11,600	\$0	\$0
Windowsills 1st Fl	\$1,800	\$0	\$0
Repair Prime Patch Paint Walls 1st Fl	\$10,200	\$0	\$0
LED Track Lighting 2nd FL	\$18,750	\$0	\$0
Window Coverings 2nd Fl	\$7,200	\$0	\$0
2 Exterior Doors PGT Impact 2nd Fl	\$5,000	\$0	\$0
Removal & Replace Flooring 2nd Fl	\$11,600	\$0	\$0
Repair Patch Paint 2nd Fl	\$10,200	\$0	\$0
Generators	\$75,500	\$0	\$0
Install Fire Wet Water Suppression System	\$25,000	\$0	\$0
Install 6 Custom Window Coverings throughout 1st Floor	\$3,600	\$0	\$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	\$1,250	\$0	\$0
Supply and Install 5 Windowsills 2nd Fl	\$750	\$0	\$0
Elevator Repair	\$6,136	\$0	\$0
Kitchen Renovation	\$40,000	\$0	\$0
Totals	\$483,662	\$0	\$0

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
HVAC Systems	\$22,800	\$0	\$0
Fencing	\$77,508	\$0	\$0
Pressure wash and paint the exterior building	\$19,790	\$0	\$0
Brick Garden Pavers	\$31,500	\$0	\$0
LED Track Lights 1st and 2nd floors	\$32,250	\$0	\$0
Exterior Doors PGT Impact 1st and 2nd floors	\$10,325	\$0	\$0

Description	Grant Funds	Cash Match	In Kind Match
Kitchen Wood Shutters	\$1,400	\$0	\$0
Removal of existing Flooring 1st and 2nd floors	\$3,200	\$0	\$0
Windowsills 1st and 2nd floors	\$8,200	\$0	\$0
Repair Prime Patch Paint Walls 1st and 2nd floors	\$12,895	\$0	\$0
Window Coverings 1st and 2nd floors	\$9,600	\$0	\$0
Replace Flooring 1st and 2nd floors	\$23,200	\$0	\$0
Generator	\$67,480	\$0	\$0
Architectural and Engineering	\$28,000	\$0	\$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	\$7,675	\$0	\$0
cleaning and Waste Management	\$6,100	\$0	\$0
General Conditions	\$3,500	\$0	\$0
Kitchen Renovation	\$44,200	\$0	\$0
Project Fee (includes management and coordination)	\$74,039		
Totals	\$483,662	\$0	\$0

AUTHORIZATION

Linda Hudson

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson

Authorized official Signature

Date

Sandy Shaughnessy

Division Authorized official Signature

March 23, 2023

Date

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of CentralOffice hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for FL Highwaymen & African-American Culture Project . The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 06/30/2023

Amended Length of Agreement

7/1/2021 -12/31/2023

Additional Conditions

12. Grant Reporting Requirements:

f) Sixth Report is due by October 15, 2023 for the period ending September 30, 2023 (third year of the grant period).

g) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Linda Hudson, Mayor

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson 6/5/23
Authorized official Signature Date

Sandy Shaughnessy June 6, 2023
Division Authorized official Signature Date

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for FL Highwaymen & African-American Culture Project . The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 -12/31/2023

Amended Length of Agreement

7/1/2021 -6/30/2024

Additional Conditions

12. Grant Reporting Requirements:

g) Seventh Report is due by January 15, 2024, for the period ending December 31, 2023.

h) Eighth Report is due by April 15, 2024, for the period ending March 31, 2024.

i) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Linda Hudson, Chair
Authorized official for the Grantee

Sandy Shaughnessy, Director
Authorized official for the Division

Linda Hudson
Authorized official Signature Date

Sandy Shaughnessy November 27, 2023
Division Authorized official Signature Date

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and the City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of an African-American Cultural and Historical Grant, grant number 23.s.aa.900.084, for "FL Highwaymen & African-American Culture Project." The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

2. Length of Agreement.

Original Length of Agreement: 7/1/2021 - 6/30/2023

Amended Length of Agreement: 7/1/2021 - 12/31/2024

3. Contract Administration.

For the Grantee:

Contact: Audria Moore

Address: 100 N US Highway 1, Fort Pierce Florida 34950

Phone: 772-467-3184

Email: Amoore@cityoffortpierce.com

12. Grant Reporting Requirements.

i) Ninth Report is due by July 15, 2024, for the period ending June 30, 2024.

j) Tenth Report is due by October 15, 2024, for the period ending September 30, 2024.

k) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Linda Hudson, Mayor

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson

Authorized official Signature

6/3/24

Date

Sandy Shaughnessy

Division Authorized official Signature

June 4, 2024

Date

City Commission Regular Meeting - 5:05 pm

11. b.

Meeting Date: 11/04/2024

Re: Approval of Public Works to Piggyback Florida Sheriff's Association for the purchase of (2) Crew Cab-Flatbed Trucks

Submitted For: Derrick Johnson, Interim Director of Public Works, Public Works

SUBJECT:

Approve Public Works to piggyback Florida Sheriff's Association Contract No. FSA23-VEH21.0 Specification No 46, for the purchase of two (2) Crew Cab-Flatbed Trucks from Rechten International, Riviera Beach, FL in accordance with the attached quote, for the amount not to exceed \$273,430.00.

SUMMARY:

The Public Works Department is requesting approval to piggyback the Florida Sheriff's Association (**FSA23-VEL-31/FSA23-VEH21**) for the purchase of the following equipment needed: two (2) International MV607 30,000 GVW 4X2 Crew Cab - Flatbed trucks @ \$138,715 each (base cost of \$83,205.00 with discounted contract options \$29,890.00), for the total amount not to exceed \$273,430.00.

The Streets and Drainage Division will utilize these newly purchased vehicles for road and sidewalk construction, maintenance and repairs city-wide.

The Purchasing Division has reviewed and investigated the procurement process for these items and found all terms and conditions meet the piggyback requirements of the City of Fort Pierce.

RECOMMENDATION:

Approval to piggyback Florida Sheriff's Association Contract No. FSA23-VEH21.0 Specification No 46, for the purchase of two (2) Crew Cab-Flatbed Trucks from Rechten International, Riviera Beach, FL in accordance with the attached quote, for the amount not to exceed \$273,430.00.

ALTERNATIVES:

Public Works will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 25
Account: 0014006564405
Amount: 273,430.00

FISCAL IMPACT:

The funds for this expenditure will come from:

CHARGE ACT:

0014006-564405

PROJECT CODE:

PWEQUIP

Attachments

RECHTIEN BID AWARD
RECHTIEN QUOTE
EQUIPMENT SPECS

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/23/2024 10:48 AM
City Manager	Linda Cox	10/23/2024 11:45 AM
Form Started By: Tanya White		Started On: 10/16/2024 02:48 PM
Final Approval Date: 10/23/2024		

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Terms & Conditions



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

Contract Extension Amendment

Contract FSA23-VEH21.0: Heavy Trucks and Busses

Extension Term: October 1, 2024, through September 30, 2025

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2024, through September 30, 2025. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-VEH21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2024, and end September 30, 2025.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Hugh Oliver
Florida Sheriffs Association
Director- Cooperative Purchasing Program

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2**Item:** 46, International, MV, 607

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$83,917.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$82,893.00	Build	Options
Central	Primary	Sun State International Trucks	\$82,816.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$82,893.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$83,205.00	Build	Options



Rechtien International Trucks, Inc

FLORIDA SHERIFF'S ASSOCIATION CONTRACT - FSA23-VEH21.0 Heavy Trucks

Customer:	CITY OF FORT PIERCE		16' CONTRACTOR DUMP		
Specification:	46	Region:	SOUTHERN	Quantity	Unit Cost
Model:	MV607	Base Price:		1	\$ 83,205.00
Contract Options: All Contract Options include a discount from manufacturer MSRP					extended
1CAE	FRAME RAILS (120,000 PSI) 10.125"x3.580"x0.312"		1	\$ 412.00	\$ 412.00
2ASC	AXLE, FRONT N/D (MERITOR MFS12-122A) 12,000 LBS. CAPACITY		1	\$ 297.00	\$ 297.00
3ADC	SUSPENSION, FRONT, SPRING PARABOLIC, 12,000 LBS. CAPACITY		1	\$ 147.00	\$ 147.00
4EDN	AIR DRYER (BENDIX AD-9SI) WITH HEATER, INCL. SAFETY VALVE		1	\$ 360.00	\$ 360.00
4722	DRAIN VALVE (BENDIX DV-2) AUTOMATIC WITH HEATER		1	\$ 132.00	\$ 132.00
5708	STEERING COLUMN, TILTING		1	\$ 100.00	\$ 100.00
7SCP	ENGINE EXHAUST BRAKE FOR CUMMINS B6.7		1	\$ 147.00	\$ 147.00
7WZX	SWITCH FOR EXHAUST, 3 POSITION, ON/CANCEL, INHIBIT REGEN		1	\$ 45.00	\$ 45.00
8HAH	ELECTRIC TRAILER BRAKE / LIGHTS ACCOMODATION PACKAGE		1	\$ 290.00	\$ 290.00
8TPR	STOP, TURN, TAIL & B/U LIGHTS (WELDON) LED MULTIFUNCTION		1	\$ 142.00	\$ 142.00
8WGL	WINDSHIELD WIPER SPEED CONTROL		1	\$ 34.00	\$ 34.00
8WPZ	TEST EXTERIOR LIGHTS, PRE-TRIP INSPECTION		1	\$ 34.00	\$ 34.00
8WRB	HEADLIGHTS ON WITH WIPERS		1	\$ 34.00	\$ 34.00
8XPA	LED HEADLIGHTS, DAYTIME RUNNING WITH AUTO TWILIGHT CONTROL		1	\$ 790.00	\$ 790.00
8WXD	PARKING BRAKE ALARM, SOUNDS WHEN PARKING BRAKE NOT ENGAGEI		1	\$ 34.00	\$ 34.00
9WAC	(9WBZ) BUG SCREEN MOUNTED BEHIND GRILLE		1	\$ 105.00	\$ 105.00
10VAA	(10WBS) ADDITIONAL KEYS		1	\$ 46.00	\$ 46.00
12EXV	ENGINE, DIESEL, CUMMINS B6.7 260 HP, 660 TORQUE EPA2024		1	\$ 2,430.00	\$ 2,430.00
13BDR	TRANSMISSION, AUTOMATIC, ALLISON 3500RDS, 6 SPEED		1	\$ 5,198.00	\$ 5,198.00
16GHV	GRAB HANDLE, CAB INTERIOR (4) SAFETY YELLOW		1	\$ 51.00	\$ 51.00
16JNT	SEAT, DRIVER (NATIONAL 2000) AIR, HIGH BACK, VINYL		1	\$ 93.00	\$ 93.00
16SDC	GRAB HANDLE (2) CHROME TOWEL BAR STYLE, EXT, LEFT & RIGH		1	\$ 189.00	\$ 189.00
16SDD	GRAB HANDLE ADD. EXT (2) CHROME TOWEL BAR STYLE, EXT, L&R		1	\$ 189.00	\$ 189.00
16SMH	SEAT, TWO MAN PASSENGER (NATIONAL) WITH UNDER STORAGE		1	\$ 461.00	\$ 461.00
16SMT	SEAT, REAR (NATIONAL) BENCH, FULL WIDTH, VINYL		1	\$ 669.00	\$ 669.00
16VCB	SEAT BELT ALL ORANGE, 4 TO 6		1	\$ 40.00	\$ 40.00
16WJV	POWER WINDOW (4) AND DOOR LOCKS, LEFT & RIGHT, FR.& RR		1	\$ 693.00	\$ 693.00
16196	CAB CONVENTIONAL 6-MAN CREW CAB		1	\$ 8,246.00	\$ 8,246.00
60AAA	BODY INTEGRATION POWER MODULE, 6 OUTPUT/INPUT		1	\$ 552.00	\$ 552.00
7372135809	11R 22.5 LOAD RANGE G AH37 (HANKOOK) A/P		2	\$ 98.00	\$ 196.00
7372135810	11R 22.5 LOAD RANGE G DH37 (HANKOOK) DRIVE		4	\$ 160.00	\$ 640.00
SAFETY	SAFETY TRIANGLE KIT AND FIRE EXTINGUISHER		1	\$ 233.00	\$ 233.00
NEWTAG	NEW COUNTY TAG		1	\$ 313.00	\$ 313.00
TB48	48x18x18 TOOL BOX		1	\$ 744.00	\$ 744.00
STROBE	4 CORNER STROBE LIGHTS INCL. SWITCH		1	\$ 1,534.00	\$ 1,534.00
					\$ -

Non-Contract Options: All Non-Contract Options include a discount from manufacturer MSRP		
16FT STEEL CONTRACTOR DUMP BODY, 16" DROP SIDES W/ BOARD HOLDER	1	\$ 29,890.00
Includes: PINTLE HOOK TWO PKG.		\$ -
		\$ -
		\$ -

Total:		\$ 138,137.00	\$ 138,715.00
	**Florida Waste Tire Fee	\$ 1.00	\$ -
	**Florida Waste Battery Fee	\$ 1.50	\$ -
Total Purchase Order Amount:	**included in base price	\$ 138,137.00	\$ 138,715.00

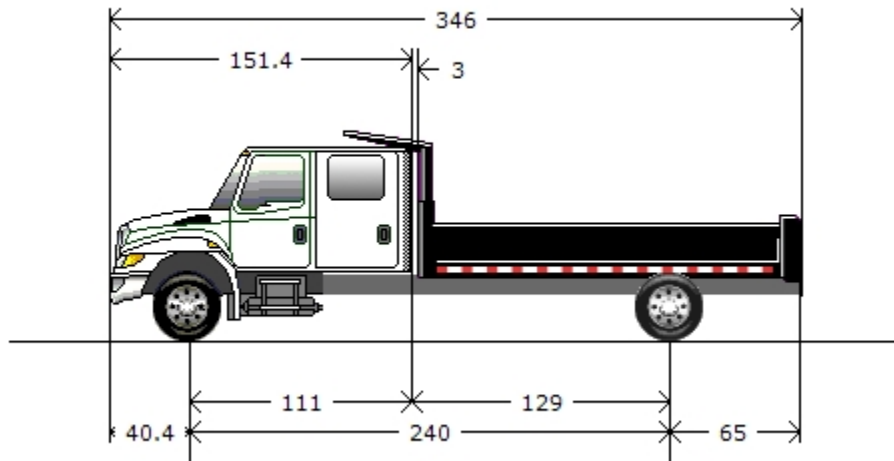
Cab Color:	WHITE
Body Color:	BLACK

FSA BASE & OPTIONS PRICES SUBJECT TO CHANGE BASED ON MARKET CONDITIONS

Prepared By: Carlos Correa Rechtien International 3787 Interstate Park Rd. Riviera Beach, FL 33404 office: 561-882-9050	Authorized Agent Signature: GIL ARBELO
cell: 954.422.4760	Date Signed:
fax: 561-882-0218	email: ccorrea@rechtien.com

Prepared For:
 City of Fort Pierce
 GIL ARBELO
 100 North U.S. #1
 Fort Pierce, FL 34950-
 (772)460 - 2200
 Reference ID: CREW CAB DUMP

Presented By:
 RECHTIEN INTERNATIONAL TRUCKS, INC.
 Carlos Correa
 3787 INTERSTATE PARK ROAD
 RIVIERA BEACH FL 33404 -
 (561)882-9050



**Model Profile
 2026 MV607 SBA (MV607)**

AXLE CONFIG: 4X2
APPLICATION: Dry Van
MISSION: Requested GVWR: 33000. Calc. GVWR: 33000. Calc. GCWR: 50000
 Calc. Start / Grade Ability: 33.96% / 1.83% @ 55 MPH
 Calc. Geared Speed: 82.2 MPH

DIMENSION: Wheelbase: 240.00, CA: 129.00, Axle to Frame: 65.00
ENGINE, DIESEL: {Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC: {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE: {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.86
CAB: Conventional 6-Man Crew Cab
TIRE, FRONT: (2) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR: (4) 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE: 23,500-lb Capacity, Vari-Rate Springs
PAINT: Cab schematic 100WP
 Location 1: 9219, Winter White (Std)
 Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
MV60700	Base Chassis, Model MV607 SBA with 240.00 Wheelbase, 129.00 CA, and 65.00 Axle to Frame.	5381/3069	8450
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL	182/327	509
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black	0/0	0
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)	251/-251	0
2ASC	AXLE, FRONT NON-DRIVING {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity	42/0	42
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	36/0	36
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
	<u>Notes</u> : In combinations where chassis component weights may cause a chassis lean, a spring is used in front left spring pack to offset this imbalance & provide a level chassis, within 3/8", with body installed.		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank	2/0	2
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EDN	AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve	18/-1	17
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	16/0	16
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/39	39
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	0/0	0
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic	0/14	14

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	37/1	38
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	42/9	51
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side	0/0	0
4XDD	BRAKES, FRONT {Meritor 15X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 5", 13,200-lb Capacity	44/0	44
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/0	0
5708	STEERING COLUMN Tilting	15/1	16
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	26/-4	22
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2	0/0	0
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe	0/0	0
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/ CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8540	HORN, ELECTRIC (2) Trumpet Style	1/0	1
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
8GXD	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MJP	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1320CCA Total, Top Threaded Stud	0/0	0
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	7/1	8
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light	-2/13	11
8VUX	BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Right Side Under Cab	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	1/0	1
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/0	8
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XPA	HEADLIGHTS LED, with Daytime Running Lights, Automatic Twilight Controlled	3/0	3
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HCW	GRILLE Molded in Black	0/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	0
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0
9WBZ	BUG SCREEN Mounted Behind Grille and Bumper Grille	5/0	5
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0

Includes

: PAINT SCHEMATIC ID LETTERS "WP"

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non CARB Omnibus/Non ACT Adopting State or Exempt Vehicle << Contains non-mitigated legacy engine & must be registered outside the States of CA/MA/OR unless exempt. You may be held liable under CA/MA/OR law for failure to properly register/otherwise failing to follow CA/MA/OR law>>	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA, OR, MA. For vehicles that will be registered in States other than CA, OR, MA.		
10VAA	KEYS - ALL ALIKE, ADDITIONAL 3 Keys	0/0	0
10WCY	SAFETY TRIANGLES	6/0	6
10XAN	FIRE EXTINGUISHER 5 lb Class A B C	9/1	10
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat	1/0	1
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0
12EXV	ENGINE, DIESEL {Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)	0/0	0
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On	0/0	0
	<u>Includes</u> : FAN Nylon		
12VCE	AIR CLEANER Single Element, Fire Retardant Media	0/0	0
12VJR	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2024	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XCC	RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	237/46	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14ANV	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.86	0/214	214
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs	0/39	39
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	23/6	29
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16196	CAB Conventional 6-Man Crew Cab	104/250	354
	<u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted		
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)		
16GHV	GRAB HANDLE, CAB INTERIOR (4) Safety Yellow, Crew Cab	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-15/-3	-18
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	6/0	6
16SDD	GRAB HANDLE, ADDITIONAL EXT (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, Mounted Left and Right Side, Rear of Rear Doors, for Crew Cab	5/0	5
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment	48/23	71
16SMT	SEAT, REAR {National} BENCH; Full Width; Vinyl, with Fixed Back and Two Integral Outboard Headrests	60/34	94
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VCB	SEAT BELT All Orange; 4 to 6	0/0	0
16VKD	CAB INTERIOR TRIM Classic, for Crew Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLL	CAB REAR SUSPENSION Air Suspension, for Low Cab Height	18/26	44
16WJV	WINDOW, POWER (4) And Power Door Locks, Front and Rear Doors, Left and Right, Includes Express Down Feature	10/0	10
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBU	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Crew Cab	13/80	93
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-20	-20
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
7372135809	(2) TIRE, FRONT 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position	56/0	56
7372135810	(4) TIRE, REAR 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive	0/140	140

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	Services Section:		
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
	Total Component Weight:	6782/4059 (lbs)	10841 (lbs)
1	16 FT. STEEL CONTRACTOR DUMP BODY SIDES & REAR TAIL GATE TO BE FOLDABLE TYPE MANUAL TARP 36" STEEL TOOL BOX MOUNTED CURB SIDE UNDERBODY PINTLE HITCH 20,000 lbs. CAPACITY 6 LED STROBE LIGHTS (2 FRONT/ 2 REAR/ 2 UP CAB SHIELD)	0/0	0
	Total Body Allied:	0/0 (lbs)	0 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

City Commission Regular Meeting - 5:05 pm

11. c.

Meeting Date: 11/04/2024

Re: Approval of Public Works to Piggyback Florida Sheriff's Association for Peterbuilt Refuse Truck Purchase

Submitted For: Derrick Johnson, Interim Director of Public Works, Public Works

SUBJECT:

Approval to piggyback Florida Sheriff's Association Contract No. FSA23-VEH21.0: Heavy Trucks and Buses (bid effective from October 1, 2024 through September 30, 2025), Specification No. 86, for purchase of a Peterbuilt model 520 with Heil ASL and chassis, in accordance with the attached quote, for the amount not to exceed \$423,860.00.

SUMMARY:

The Public Works Department is requesting approval to piggyback the Florida Sheriff's Association (**FSA23-VEH21**) for the purchase of the following equipment needed: Peterbuilt model 520 with Heil ASL and chasis \$423,860.00 (Base Chasis amount is \$209,896.00 with discounted options for a total Chassis price of \$\$226.951 and Heil ASL total price of \$196.909.00).

The Solid Waste Division will use the much-needed, additional refuse truck for residential garbage services city-wide.

The Purchasing Division has reviewed and investigated the procurement process for this item and found all terms and conditions meet the piggyback requirements of the City of Fort Pierce.

RECOMMENDATION:

Approve Public Works Equipment purchase.

ALTERNATIVES:

Public Works will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 25
Account: 4024200564405
Amount: 423,860

FISCAL IMPACT:

The funds for this expenditure will come from:

CHARGE ACT:
4024200-564405
PROJECT CODE:
PWEQUIP

Attachments

PETERBUILT BID AWARD
PETERBUILT SPECIFICATIONS
PETERBUILT QUOTE

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/29/2024 12:39 PM
City Manager	Linda Cox	10/30/2024 09:51 AM
Form Started By: Tanya White		Started On: 10/17/2024 10:00 AM
Final Approval Date: 10/30/2024		

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Terms & Conditions



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

Contract Extension Amendment

Contract FSA23-VEH21.0: Heavy Trucks and Busses

Extension Term: October 1, 2024, through September 30, 2025

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2024, through September 30, 2025. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-VEH21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2024, and end September 30, 2025.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Hugh Oliver
Florida Sheriffs Association
Director- Cooperative Purchasing Program

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 86, Peterbilt, 520, 520

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$206,815.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$206,815.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$206,815.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$209,896.00	Build	Options



The Peterbilt Store – Fort Pierce (P751)
 5750 Orange Avenue
 Ft Pierce, Florida 34947

City Of Fort Pierce
 52 Savannah Rd
 FORT PIERCE, Florida 34982
 United States of America

Drew Hough
 Cell Phone:
 Office Phone:
 Email: dhough@thepetestore.com

TYSHA WILLIAMS
 Office Phone: 772-467-3799
 Email: twilliams@cityoffortpierce.com

Vehicle Summary

	Unit		Chassis	
Model:		Model 520	Fr Axle Load (lbs):	20000
Type:		Full Truck	Rr Axle Load (lbs):	46000
Description 1:		520 Heil ASL DSL	G.C.W. (lbs):	66000
Description 2:				
	Application		Road Conditions:	
Intended Serv.:	Refuse/On-Highway		Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling		Class B (Hwy/Mtn)	0
			Class C (Off-Hwy)	0
	Body		Class D (Off-Road)	0
Type:	Automated Side Loader/Push-Out		Maximum Grade:	6
Length (ft):	24		Wheelbase (in):	215
Height (ft):	13.5		Overhang (in):	104
Max Laden Weight (lbs):	1000		Fr Axle to BOC (in):	0.1
			Cab to Axle (in):	214.9
	Trailer		Cab to EOF (in):	318.9
No. of Trailer Axles:	0		Overall Comb. Length (in):	376.3
Type:				
Length (ft):	0		Special Req.	
Height (ft):	0			
Kingpin Inset (in):	0			
Corner Radius (in):	0			
	Restrictions			
Length (ft):	40			
Width (in):	102			
Height (ft):	13.5			

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Std/ Opt	Description	Weight
Base Model		
S	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
S	Refuse, Scrap, Recycling	0
S	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
O	Automated Side Loader/Push-Out A lift-equipped truck used to pick up wheeled waste containers to load waste materials into the truck body. Requires a single operator. A hydraulic ram pushes the load out of the body.	0
S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration		
S	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
O	10-3/4" Steel Rails 343-450" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	331
O	Full Steel Inner Liner	761
O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
O	FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	42
S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
S	Omit Rear Mudflaps and Hangers	0

Price Level: January 1, 2024

Deal: 520 Heil ASL DSL

Printed On: 7/26/2024 11:13:00 AM

Date: July 26, 2024

Quote Number: QUO-1086898-K4F9B8



Std/ Opt	Description	Weight
Front Axle & Equipment		
S	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	0
S	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	0
S	Power Steering Sheppard M100 Dual Gear For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	84
O	PACCAR FX Wide Track IPO Standard 71in KPI IPO 69in front axle for improved turning radius.	0
O	Meritor Q+ Air Cam Front Drum Brakes 16.5 x 7 Not Reduced Stopping Distance (RSD) compliant. Meritor Q+ Air cam front drum brakes for truck/trailer linehaul and vocational applications. The Q+ offers longer lining life and helps fleets meet reduced stopping distance regulations. For use with 10,000-13,200 lbs. steer axles, up to and including 40,000 lbs. drive axles and up to 20,000 lbs. lift axles. Requires Meritor Q+ Air Cam Rear Drum Brakes.	0
O	Gusseted Cam Brackets, Steer Axle	0
Rear Axle & Equipment		
O	Meritor RT46-160 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	113
O	PHP10 Iron PreSet PLUS Hubs	0



Std/ Opt	Description	Weight
O	Refuse Service Brakes, Steer And Drive Axles Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0
O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
O	Lube Pump, Drive Axle(s) Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
O	Gusseted Cam Brackets, Drive Axle(s)	2
S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
O	Meritor Q+ Air Cam Rear Drum Brakes 16.5x8.625	0
S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
O	Ratio 5.38 Rear Axle	0
O	Hendrickson HMX EX 460 46,000 LBS., 54" Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	-67
O	Shock Absorbers For HMX EX Suspension	31
Engine & Equipment		
S	PACCAR PX-9 360@2000 GOV@2200 1150@1200 Productivity (2024 Emissions) N21350 C121 68....Maximum Accelerator Pedal Ve N21370 C128 68....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516)	0

Price Level: January 1, 2024

Deal: 520 Heil ASL DSL

Printed On: 7/26/2024 11:13:00 AM

Date: July 26, 2024

Quote Number: QUO-1086898-K4F9B8



Std/ Opt	Description	Weight
	N21340 C209 120...Hard Maximum Speed Limit (P1 N21510 C225 NO....Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 120...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10...Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	
S	EMUX Electronics Architecture	0
O	Engine Idle Shutdown Timer Disabled	0
O	Enable EIST Ambient Temp Ovrrule	0
	Eff EIST NA Expiration Miles	0
	Effective VSL Setting NA	0
O	Typical Operating Speed 62 MPH	0
O	Powertrain Optimized for Balance Best analysis for vehicles where service includes frequent start and stop cycles.	0
O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	0
O	EPA Emission Warranty	0
S	EPA Engine Idling Compliance	0
S	Bed Plate for PX-9, L9N Engines Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0
S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
O	Immersion Type Block Heater 110-120V Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof	2

Price Level: January 1, 2024

Deal: 520 Heil ASL DSL

Printed On: 7/26/2024 11:13:00 AM

Date: July 26, 2024

Quote Number: QUO-1086898-K4F9B8



Std/ Opt	Description	Weight
	cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	
O	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
O	Kissling Battery Disconnect Switch 300AMP Dual Tab Mounted on Battery Box	3
S	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
S	No Fluid Heat Option for Fuel Filter	0
S	No Electric Heat Option for Fuel Filter	0
O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	0
S	Stainless Steel Grille	0
S	Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
S	Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical, Single Module	0
O	Exhaust 90 Degree Diffuser	0

Price Level: January 1, 2024

Deal: 520 Heil ASL DSL

Printed On: 7/26/2024 11:13:00 AM

Date: July 26, 2024

Quote Number: QUO-1086898-K4F9B8



Std/ Opt	Description	Weight
Transmission & Equipment		
O	Allison 4500 RDS-P Transmission, Gen 6 Rugged Duty Series	390
O	RPL20 Driveline Interaxle Requires RPL20 Driveline interaxle (option 4210870) for tandem rear axles. RPL20 series drivelines are built for heavy-duty commercial vehicles and are permanently lubricated and sealed for life with triple lip seals to protect against contaminants. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	-5
O	RPL25 Driveline, 2 Midship Bearings Requires RPL20 Driveline interaxle (option 4210870) for tandem rear axles. Provides a driveline that is permanently sealed and lubricated. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	135
U	Allison World Transmission Primary Shift	0
U	Allison RDS, Pkg 180	0
U	TC-541 Torque Converter	0
O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	0
U	Allison FuelSense 2.0 Plus	0
O	Allison FuelSense Not Desired Dynamic Shift Sensing	0
S	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
S	Console Mounted Push Button Shifter	0
O	Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 transmission only	0
O	Allison Output Function S Neutral Indicator Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0
O	Rolling Direction Change Shift Inhibit Feature	0

Price Level: January 1, 2024

Deal: 520 Heil ASL DSL

Printed On: 7/26/2024 11:13:00 AM

Date: July 26, 2024

Quote Number: QUO-1086898-K4F9B8



Std/ Opt	Description	Weight
	Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	

Air & Trailer Equipment

S	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
U	Mount Air Dryer Inside Rail RH	0
S	Nylon Chassis Hose	0
S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
O	Polished Aluminum Air Tanks Outside Frame Rails Exposed air tanks outside the frame rails will be polished aluminum. Air tanks mounted inside the frame rails or covered by other components will be either painted aluminum (4543340) or painted steel (4543320) air tanks depending on air tank option selected.	0
O	Body Connection Harness, Heil	0

Tires & Wheels

O	FF: GY 20ply 315/80R22.5 G289 WHA Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	-20
O	RR: MN 16ply 11R22.5 X Multi D+	60
S	Code-rear Tire Qty 08	0

Price Level: January 1, 2024

Deal: 520 Heil ASL DSL

Printed On: 7/26/2024 11:13:00 AM

Date: July 26, 2024

Quote Number: QUO-1086898-K4F9B8



Std/ Opt	Description	Weight
O	FF: Alcoa 89U647 22.5X9.00 High Polish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-94
O	RR: Accur Steel Armor 50344PK 22.5X8.25 Heavy Duty, 5 Hand Holes	16
S	Code-rear Rim Qty 08	0

Fuel Tanks

O	26" Aluminum 80 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	13
O	Location LH BOC 80 Gallon	0
S	Fuel Cooler Required with single fuel tank	0
O	Top Of Fuel Tank 5" Below Top Of Frame	33
O	Locate BOC Fuel Tank(s) Rearward As Far As possible	0
S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
S	DEF To Fuel Ratio Between 1:1 And 2:1	0
S	DEF Tank 520, 7.3 Gal	0

Battery Box & Bumper

O	Aluminum Space Saver Battery Box LH Back Of Cab	-11
S	Steel Bumper Channel Painted Includes two front tow eyes with pins	0

Cab & Equipment

O	53" LCF ProBilt Cab RH Drive Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-	0
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Std/ Opt	Description	Weight
	canceling turn signals and Front Directional and Side Mounted Turn Signals.	
S	4.5" Rubber Flares On Cab And wheel well fenders	0
S	Peterbilt Driver Seat	0
S	Peterbilt Passenger Seat	0
O	Seat Belt Color Orange IPO Standard Black	0
O	Air Ride Driver	43
O	High Back Driver	0
O	Mordura Driver	0
S	Non-Air Ride Passenger	0
S	Low Back Passenger	0
O	Fabric Passenger	0
S	Gray Interior Color Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0
S	Adjustable Steering Column - Tilt/Telescope	0
S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
S	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	0
S	Rear Window Back of Cab Standard Tint 18.5in X 54in	0
S	2-Piece Flat Windshield	0
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
O	Black LH/RH Dual Plane Mirrors, Heated Dual Plane motorized mirrors are mounted to doors on both the right and left hand sides. Includes fold-away feature and requires additional top mounted convex mirrors (7564160) For front loader body type configuration.	2
O	Add'l Convex Mirrors, Mounted Top of LH/RH Dual Plane Mirrors	0
S	(1) Air Horn 15" Painted	0

Price Level: January 1, 2024

Deal: 520 Heil ASL DSL

Printed On: 7/26/2024 11:13:00 AM

Date: July 26, 2024

Quote Number: QUO-1086898-K4F9B8



Std/ Opt	Description	Weight
	Mounted under cab.	
O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
O	Midlevel Speaker Package For Cab (4) Speakers	6
O	Bluetooth Located On Driver Side	0
O	Radio Mute When In Reverse For automatic or automated transmission	0
O	Bluetooth Phone and Audio Requires USB Port	0
O	USB Port	0
O	Global Telematics Hardware	0
O	Cab Tilt Pump Air Assist	0
O	Rain Gutters Over Driver and Passenger Doors	8
S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0
O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
O	Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC	12
S	Backup Alarm Wiring To EOF	0
S	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
S	Air Restriction Indicator Mounted on exhaust stanchion	0
O	Warning Light Battery Disconnect, Switch Engaged Marker light external mounted	0
O	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
S	Headlights Single Rectangular Halogen	0
O	(5) Light Guards On Marker Lights	2
S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
S	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor	0

Price Level: January 1, 2024

Deal: 520 Heil ASL DSL

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Std/ Opt	Description	Weight
O	Self-Canceling Turn Signal	0

Paint

S	Standard Paint Color Selection	0
O	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0

Shipping Destination

Options Not Subject To Discount

S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
O	Fuel Price Index Factor \$72 NET	0
O	Prognostic Connection Fee	0
O	SmartLINQ RD - 5YR Sub PACCAR PX Engines	0
O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0

Miscellaneous

O	State Of Registry: Florida	0
O	2024 Series Emissions Engine	0

Promotions

Special Requirements

- Special Requirement 1 0098170
- Special Requirement 2
- Special Requirement 3
- Special Requirement 4

Order Comments





Total Weight (lbs)

18,439

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Price Level: January 1, 2024

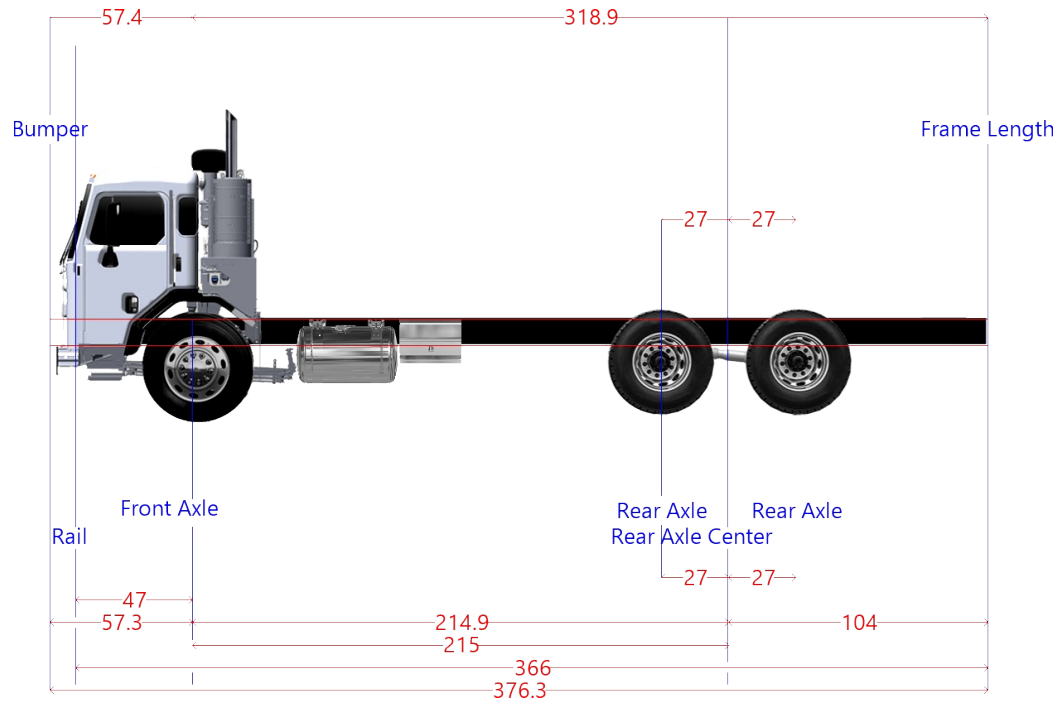
Deal: 520 Heil ASL DSL

Printed On: 7/26/2024 11:13:00 AM

Date: July 26, 2024

Quote Number: QUO-1086898-K4F9B8

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	188	242
Bumper to Back of Cab	57.4	-57.3	0.1
Bumper to Front Axle	57.3	-57.3	0
Bumper to Front Frame	10.3	-57.3	-47
Cab to End of Frame	318.9	0.1	319
Cab to Rear Axle	214.9	0.1	215
Effective Bumper to Back Of Cab	57.4	-57.3	0.1
Frame Length	366	-47	319
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47	-47	0
Load Space	318.9	0.1	319
Overall Length	376.3	-57.3	319
Overhang	104	215	319
Pusher Offset #1	0	188	215
Pusher Offset #2	0	188	215
Pusher Offset #3	0	188	215
Tag Offset	0	215	242
Wheelbase	215	0	215



7/26/2024

City Of Ft Pierce
52 Savannah Rd
Fort Pierce FL 34982
Ms. Tysha Williams

Ref: FSA 23-VEH21.0 Heavy Trucks and Buses

Item: 86, Peterbilt, 520

Peterbilt model 520 With Heil ASL (see attached specs) base chassis price \$209,896

- **Steel rails 343-450"** **\$1,311**
- **Zinc coated anti corrosion frame rails** **\$394**
- **FEPTO provision** **\$1,687**
- **Meritor Q+ frt drum brakes 16.5x7** **\$762**
- **Meritor RT46-160 46,000 lb rear axle** **\$3,045**
- **Lube pump, drive axle** **\$533**
- **Hendrickson Haulmaax 46<000lb rear axle** **\$1,586**
- **Haulmaax suspension shocks** **\$528**
- **Polished aluminum air tanks outside frame rails** **\$323**
- **Top of fuel tank 5" below top of frame** **\$734**
- **53" LCF ProBilt RH drive** **\$1,361**
- **Cab tilt pump air assist** **\$512**
- **RPL25 driveline 2 midship bearings** **\$1,739**
- **FF GY 20 ply 315/80R22.5** **\$250**
- **RR MN 16 ply 11R22.5** **\$1,984**
- **FF Alcoa 22.5x9 high polish** **\$306**

Total Chassis Price	\$226,951
Heil ASL	\$196,909

Total price	\$423,860
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We are pleased to quote The City of Fort Pierce and look forward to supplying for future needs.

Prepared By:

Drew Hough

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City Commission Regular Meeting - 5:05 pm

11. d.

Meeting Date: 11/04/2024

Re: Approval of Police Department Blanket Purchase Orders for FY 2024-2025

Submitted For: Robert Ridle, Deputy Chief, Dist. 2, Police Department

SUBJECT:

Approval of Blanket Purchase Orders for the Police Department for Fiscal Year 2024-2025 in the total budgeted amount of \$734,769.

SUMMARY:

The Police Department is requesting approval of Blanket Purchase Orders for FY 2024-2025. These vendors were chosen for their ability to deliver the needed materials and services in the most timely and cost-efficient manner. Please see the attached list for amounts and descriptions of the requested vendors.

RECOMMENDATION:

Staff recommends approval to allow for efficient fiscal operations within the Police Department.

ALTERNATIVES:

The alternative would be to issue purchase orders and/or paperless requisitions for every purchase, which would be very time-consuming and lead to inefficiencies.

RESPONSIBLE STAFF:

Nancy Barboza - Senior Accounting Analyst

COORDINATED WITH:

Captain Jason Braun

Deputy Chief Robert Ridle

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: Various

Amount: 734,769

FISCAL IMPACT:

The requested Blanket Purchase Orders are for the Police Department operations.

Attachments

Blanket Purchase Orders Approval List

Form Review

Inbox

Finance Department

City Manager

Form Started By: Nancy Barboza

Final Approval Date: 10/30/2024

Reviewed By

Johnna Morris

Linda Cox

Date

10/30/2024 09:44 AM

10/30/2024 09:52 AM

Started On: 10/15/2024 02:40 PM

**FY2025 Police Department Budget
Commission Agenda Request**

Police – 3000

Indian River Crime Laboratory - Fort Pierce, FL	\$238,281
• Crime Laboratory Support – Bid # 4946 - Single Source	
AT&T Mobility/FirstNet–	\$210,000
• Cellular Services – First Responder Broadband Network and Mobile Services Dedicated to Public Safety and wireless lines used to connect to the License Plate Readers & M2M Lines for cameras	
Day Dreams Uniforms – Port St. Lucie, FL	\$70,000
• Police Uniforms – Single Source	
State of FL – Dept. of Mgmt. Services	\$50,000
• SUNCOM services – Police Department portion of City Hall’s bill for phone services	
Superion, LLC (a CentralSquare Company)	\$82,278
• Multi Agency CAD System – Bid #2013-01 including additional modules Crime Analysis, K-9, FTO, NTA and Maps	
Florida Bullet, Inc – Oldsmar, F	\$84,210
• Sole Source Ammo Vendor – Ammunition for Police Department	

Total

\$734,769

City Commission Regular Meeting - 5:05 pm

11. e.

Meeting Date: 11/04/2024

Re: Approval of Securitas Electronic Security, Inc. City Hall Security Enhancements

Submitted For: Audria Moore, Special Projects Coordinator, City Manager

SUBJECT:

Approval of Security Enhancements, City Hall, Securitas Electronic Security, Inc. Uniontown, OH, in the amount of \$195,380.24.

SUMMARY:

Following the approval of the agreement to lease office space to Congressman Brian Mast in June 2021, and in light of potential increased threats, additional security measures were identified to enhance the safety and security of both employees and visitors of City Hall and other city facilities.

Securitas Electronic Security is a single-source vendor that currently provides all the security needs for City Hall and remote sites.

HB7057 further extends FS Ch.119, providing exemptions for physical, logical, and cybersecurity, which apply to this aspect of this agenda item. Therefore, a redacted statement of work is provided.

It is on this basis that the Purchasing Manager recommends that competitive procurement be waived and that the above item be treated as a "Single Source" commodity.

RECOMMENDATION:

Staff recommends approval of the City Hall security enhancements in an amount not to exceed \$195,380.24.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

IT Director

COORDINATED WITH:

Nicholas C. Mimms, City Manager
Audria Moore, Special Projects Coordinator
Mike Reals, Public Works Director
Noemi Rios, Risk Manager
Securitas

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Account: 112-1111-51963-20
Amount: \$195,380.24

OTHER INFORMATION:

this

Attachments

Securitas Invoice
Redacted City Hall Security Enhancements

Form Review

Inbox

City Manager
City Manager
Form Started By: Audria Moore
Final Approval Date: 10/23/2024

Reviewed By

Linda Cox
Linda Cox

Date

10/23/2024 11:44 AM
10/23/2024 11:44 AM
Started On: 10/16/2024 09:07 PM



Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685

Securitas Technology

Install Invoice

CITY OF FORT PIERCE (FL)
DeVoshayJohnson
100 N US HWY 1
FORT PIERCE, FL 34950

Your Invoice at a Glance

Invoice #	3397050
Date	03/20/2024
Invoice Amount	\$195,380.24
Customer Acct. ID #	CIT-014
Quote	386368-18
Project	C-0196655-001-01
PO # (if applicable)	na
Total Pages	1 of 1

itap@cityoffortpierce.com

Federal Tax ID # 20- 1044950

Installation Invoice Detail

Customer Location #:

Site Address: 100 N US HWY 1, FORT PIERCE, FL 34950
System Type: Access~Video
Site ID # : 002949300
Billing Notes:

Description: City HALL Lenel and Avigilon
Contract Value (Pre-Tax): \$ 488,450.58

40% Labor Milestone billing	\$110,585.24
40% Materials Milestone billing	\$81,403.42
40% Shipping Milestone billing	\$3,391.58
Sub Total	\$195,380.24
Total Invoice Amount (USD)	\$195,380.24

TERMS: Due Upon Receipt

----- Cut Here and Return With Payment -----

Remittance

BY CHECK

Mail To:	Securitas Technology Corporation PO Box 643731 Pittsburgh, PA 15264-3731
-----------------	--------------------------------------------------------------------------------

ELECTRONIC

Remittance Email	CashApplication@Securitates.com
Bank Name	PNC Bank NA
Routing #	043000096
Beneficiary Name	Securitas Technology Corporation
Beneficiary Account #	1019819475
Swift	PNCCUS33
Account Type	Checking

ONLINE PAYMENT & INVOICE MANAGMENT NOW AVAILABLE

BILL PAY & ENROLLMENT <https://ww2.payerexpress.com/ebp/SECURITASES/>

Inquiries

For Questions and Account Changes:

Billing Inquiries 844-737-2455
 Email Collections@securitates.com
 Visit us at www.securitastechnology.com

Your Invoice at a Glance

Invoice #	3397050
Date	Mar-20-2024
Invoice Amount	\$195,380.24
Customer Acct. ID #	CIT-014

TVA

Prepared For:



CITY OF FORT PIERCE (FL) - FORT PIERCE, FL - City HALL Lenel and Avigilon SECURITY
ENHANCEMENT-386368-18

DeVoshay Johnson
CITY OF FORT PIERCE (FL)
100 N US HWY 1
Fort Pierce, FL , 34950
772.467.3748
djohnson@cityoffortpierce.com

Prepared By:
Securitas Electronic Security, Inc.
3800 Tabs Drive
Uniontown, OH 44685
Phone: 1-855-331-0359
Miguel Casanova
Sr Account Executive Regional Enterprise
914-872-4470
miguel.casanova@securitates.com

Project Site:
CITY OF FORT PIERCE (FL)
100 N US HWY 1
FORT PIERCE, FL , 34950
772.467.3748

I. The Equipment and Material:

Securitas Electronic Security Inc. is pleased to provide you with pricing quotation for the Attached list of Licensing and services based on the terms and conditions stated herein. This quotation reflects our best estimate based on information received from your organization. The determination of the exact requirements for this project is the responsibility of the purchasing agency.

II. Installation:

The installation services included in this proposal are all encompassing and are sufficient for the complete installation as described on Schedules. Installation is to be done during normal business hours. Work shall begin and finish in one complete continuous effort. There is no planned phased delivery for this project. After hour access shall be provided if requested and coordinated in advance. Installation price is based on free air cabling and a construction environment composed of mainly lift out ceiling (10ft max. height), and hollow walls. Specific exceptions to the required Installation above are as follows: Because permits and compliance fees vary considerably from area, they have been excluded from this proposal. Permits and compliance fees for this project will be billed under separate cover once the fees have been identified.

[Redacted text block]

[Redacted text block]

[Redacted text block]



[REDACTED]

Additional installation time required to complete the work beyond the quantities stated may be subject to charge if sufficient access cannot be reasonably coordinated, if phased delivery is required, or if work by others is not complete and causes unforeseen delays.

III. Work by Others:

The following work is the responsibilities of others and is required to be complete and in place before Securitas Electronic Security Inc. begins the installation: *If Applicable*

- 1. Power
- 2. IP Addresses
- 3. Core Drilling
- 4. Pathways
- 5. Environmental
- 6. Fire Alarm Interface
- 7. Fire Stopping
- 8. Painting and patching



[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			

Group Subtotal: \$50,485.74

CABLE

Manufacturer	Qty	Unit Price	Total Price
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			

Group Subtotal: \$20,827.50

LPR SECURITY

Manufacturer	Qty	Unit Price	Total Price
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]			



Power over Ethernet Surge Protector

Group Subtotal: \$11,448.16

Freight and Handling: \$6,960.56

Material Schedule Subtotal: \$174,013.74

Labor Schedule

Categories

Project Supervision

I.T.

Pre-Fabrication

Engineering

CAD

Training

2 Service and Support Schedules:

Service and Support Schedule

Categories	Qty	Internal Part #	Monthly Charges
Remote Technical Assistance	1	00-118352-00ES	\$0.00

Service includes telephone technical assistance for applicable enterprise systems with a current Software Support Agreement (SSA) subscription and current SES Service Plan in effect, per contract terms. Telephone support is available during normal business hours (Monday thru Friday, 8am- 5pm ET). Service may include remote trouble shooting of equipment and/or network functionality for remote resolution. If onsite service is required, a service technician will be dispatched and applicable charges may apply. Software license costs and renewal fees are not included. Customer to provide internet or VPN access and administration permissions to access security system software head-end equipment by SES.

Standard Service Plan	1	CP OPTION A	\$4,456.61
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Plan coverage includes troubleshooting, diagnosis, adjustment, repair and/or replacement, if required, of non-functioning security system devices covered and listed per contract terms. Service is for repair purposes only and covers normal wear and tear. Coverage does not include battery replacement(s), lift or specialty rentals, system upgrades, add ons, technology enhancements, equipment obsolescence, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at SES prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national holidays, weekends or after hours service, which will be billed at SES prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs.

Standard Service Plan	1	CP OPTION A	\$4,456.61
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Plan coverage includes troubleshooting, diagnosis, adjustment, repair and/or replacement, if required, of non-functioning security system devices covered and listed per contract terms. Service is for repair purposes only and covers normal wear and tear. Coverage does not include battery replacement(s), lift or specialty rentals, system upgrades, add ons, technology enhancements, equipment obsolescence, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at SES prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national holidays, weekends or after hours service, which will be billed at SES prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs.

Annual Preventative Maintenance II - Video	1	PLAN B VID	\$75.00
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Scheduled Preventative Maintenance (Mon - Fri, 8am - 5pm local time) may include a review of cameras, housings, monitors, controls, storage, DVR/NVR, converter devices and batteries associated with the applicable video system covered and listed under the terms of the contract. Components are typically visually inspected and tested for proper operation and functionality per the SES Preventative Maintenance (PM) Checklist, which includes 30 minutes of travel time. PM service does not include national holidays, battery replacement(s), after hours or weekends, or lift/specialty rentals required to perform the PM. Repairs identified during the PM, additional travel time, non standard business hours, return trips, and specialty rentals will be billed at standard time and material rates, unless covered under a SES Service Plan. Customer required to provide free and clear access to equipment and the ability to inspect and test devices as necessary to perform PM service.

Annual Preventative Maintenance IV - Access Control	1	Plan D ACS	\$91.00
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Scheduled Preventative Maintenance (PM) (Mon - Fri, 8am - 5pm local time) may include a review of controls, printers, computers, sensors, card readers, electronic locking hardware, power supplies, batteries and audible devices associated with the applicable access control system covered and listed under the terms of the contract. Components are typically visually inspected and tested for proper operation and functionality per the SES Preventative Maintenance (PM) Checklist, which includes 30 minutes of travel time. PM service does not include national holidays, battery replacement(s), after hours or weekends, or lift/specialty rentals required to perform the PM. Repairs identified during the PM, additional travel time, non standard business hours, return trips, and specialty rentals will be billed at standard time and material rates, unless covered under a SES Service Plan. Customer required to provide free and clear access to equipment and the ability to initiate and test devices as necessary to perform PM service.

SecureStat Video Cloud Storage - IP High Definition I 720p camera - 30 Days	33	00-118519-00ES	\$1,056.00
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SES provides Video Cloud Storage via SES SecureStat and Eagle Eye technology that allows the customer to view and retrieve live or recorded video through a secure web interface as programmed. Images are overwritten after stated time of storage as programmed. Includes ability for the customer to adjust frames per second. Compatible video camera system transmits using an onsite Eagle Eye bridge device purchased separately.

SecureStat Video Cloud Storage - Analog - 30 Days	20	00-118513-00ES	-\$380.00
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SES provides Video Cloud Storage via SES SecureStat and Eagle Eye technology that allows the customer to view and retrieve live or recorded video through a secure web interface as programmed. Images are overwritten after stated time of storage as programmed. Includes ability for the customer to adjust frames per second. Compatible video camera system transmits using an onsite Eagle Eye bridge device purchased separately.

Service & Support Schedule Subtotal:	\$842.00
Service & Support Schedule Subtotal (After Warranty Period):	\$9,755.22

3 Purchase Investment Summary:

Pricing Breakdown

Material Schedule	\$174,013.74
LaborSchedule:	\$26,819.04
Subcontracting & Cable Schedule:	\$211,733.34
	Total: \$412,566.12

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due thirty (30) days after receipt of invoice or as otherwise set forth in the agreement between the parties.

Service and Support Schedule(Monthly per Location): \$842.00

Note: Billing for all Services, including applicable Service Plans, will be begin upon installation completion or in-service date.

Monthly Charges Per Schedule of Services(After Warranty): \$9,755.22

Customer agrees to pay Securitas Electronic Security this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Quarterlyfor a period of 5 year(s).

This proposal is valid till 12-30-2022

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

eMail: miguel.casanova@securitates.com

Please issue any Purchase Order or other contract documents to Securitas Electronic Security, Inc.

Customer Expected Completion Date:

This Agreement shall not become binding on Securitas Electronic Security, Inc. until approved and accepted by Securitas Electronic Security, Inc. management as provided below.

Seller:

Buyer:

Securitas Electronic Security, Inc.

CITY OF FORT PIERCE (FL)

Company

Trade, partnership or corporate name if different from above.

100 N US HWY 1

Fort Pierce FL 34950

Address

Address


Miguel Casanova, Sr Account Executive Regional Enterprise

DeVoshay Johnson

Account Representative Name & Title

Name & Title

John Peponias

 12/29/2022
Authorized Signature Date

Securitas ES Management



Securitas ES Management Signature Date



Securitas Electronic Security, Inc.
MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is made and entered into this 12/26/2022 (the "**Effective Date**") by and between **Securitas Electronic Security, Inc.**, a Delaware corporation on its behalf and on behalf of its affiliates and subsidiaries, with its principal place of business located at 3800 Tabs Drive, Uniontown, OH 44685 (hereinafter collectively referred to as "**SES**") and **CITY OF FORT PIERCE (FL)** _____, with its principal place of business located at 100 N US HWY 1, Fort Pierce, FL, 34950 (hereinafter referred to as "**Customer**").

1. **System and Services.**

SES agrees to sell, install, monitor and/or repair systems and the components comprising such systems (collectively and individually referred to as "**System(s)**") as described in an ordering document, Schedule of Installation and Services, purchase order or statement of work, as accepted by SES (hereinafter referred to as "**Ordering Document**") during the term of this Agreement and at various premises of Customer. Each Ordering Document once submitted by Customer and accepted by SES will become part of and governed by the terms and conditions of this Agreement. If there is no service plan provided for in the Ordering Document, then service will be provided on a time and material basis during the hours of 8am-5pm Monday through Friday, excluding holidays, at SES's then current rates. If Customer wishes to lease the System or components thereof, such lease shall be subject to a separate, standard commercial lease.

2. **Term, Renewal, and Expiration.**

This Agreement shall remain in force for an initial term expiring on the last day of the month sixty (60) months after the Effective Date (the "**Initial Term**"). During the Initial Term the terms and conditions of this Agreement shall supersede all prior proposals or agreements whether oral or written with respect thereto. Unless expressly provided otherwise herein, to the extent that the terms of any Ordering Document conflict with the terms of this Agreement, the terms of this Agreement will control. After the Initial Term expires, this Agreement will automatically be renewed as consecutive one (1) year terms, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term or the renewal term. The Agreement shall control all new locations specified in the Ordering Document, as may be modified from time to time, for a period of sixty (60) months from the date the System first becomes operational and expiring on the last day of that month at any such location set forth in the applicable Ordering Document, regardless of whether this Agreement has been terminated or expired, and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date that installation on the location commences. Provided, however, that if this Agreement has terminated or expired prior to the end of the Initial Term or any renewal term of such Ordering Document location, the terms and conditions of this Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of SES and the Customer, as to the providing of services to any such Ordering Document locations.

3. **Acceptance and Transfer of Title.**

Title, risk of loss, and the right to use a System will pass to Customer upon Customer's acceptance thereof according to this Section 3. Notwithstanding the foregoing, under no circumstances will title to any software pass to Customer. Customer will be deemed to have accepted the Systems provided hereunder according to the following:

- For Delivery and Installation Orders ("**D&I Order**"), Customer's acceptance will occur upon completion of installation of the System(s) and SES's determination that the System is in operable condition and capable of functioning according to SES's published standards and specifications. At SES's request, Customer will execute a written acknowledgement of the installation date(s) for the System; or
- For Shipped Orders (no delivery or installation included ("**FOB**")), Customer's acceptance will occur upon delivery of the System to Customer, which for purposes of acceptance will be deemed to have occurred when the System is shipped from SES's shipping point to a Customer's location.

4. **Payment.**

- Customer agrees to pay SES:
 - for the sale and installation of the System as provided in the applicable Ordering Document;
 - for the monitoring, and/or repair of the System as provided in an Ordering Document, commencing from the date of acceptance; and
 - for any interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first of the following month. Payments for services are due monthly, in advance, commencing from the first day of the month following the date the System is accepted.
- Customer agrees that at any time following expiration of the first twelve (12) months of this Agreement, SES may increase the basic monthly charges set forth in the applicable Ordering Document once a year, for the balance of the term and any renewal thereof. Customer agrees to pay the full amount of such increase, which increase shall not exceed nine percent (9%) over the previous twelve (12) months' basic ongoing charges.
- SES may make periodic searches at credit reporting agencies and fraud prevention agencies and reserves the right to change payment terms based upon information obtained in the searches.

5. **Miscellaneous Charges and Increase in Charges.**

- The prices given to Customer are exclusive of taxes and Customer shall be responsible for paying for any applicable City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increase in charges to SES for facilities required for transmission of signals under this Agreement.
- At SES's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or SES is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty unless such false alarm is the result of the sole negligence of SES. Should the System excessively signal SES's monitoring facility (as determined in accordance with the SES's then-existing policy applicable to excessive activations) as a result of any cause other than SES's sole negligence, Customer authorizes SES to: (i) suspend performance of any of the services; (ii) shut down the panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility while SES investigates the source of the excessive signaling.
- The payments set forth in the Ordering Document may include telephone company line charges, if required. SES may immediately increase its monthly charges to reflect such increased line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll line charges incurred by the operation of the System.
- Installation charges set forth in an Ordering Document assume installation will be performed during SES's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or by Customer specified contractors, or if SES's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.

- If any Governmental agency requires any changes in the System originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- The prices quoted for the System are based upon the number of components, type of security and service specified in the Ordering Document. Should Customer request or require additional protection, security devices or services, this may affect the final contract price.
- Failure to pay amounts when due shall give SES the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due. SES reserves the right to suspend all services while Customer's account is delinquent.

6. **Liquidated Damages and SES's Limits of Liability.**

The parties agree that SES is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SES is not liable for losses which may occur in cases of malfunction or non-function of any System provided by SES or that SES is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SES's negligence or failure of performance; that SES is not liable for losses resulting from failure to warn or inadequate training; that SES is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer.

Customer understands that it is Customer's duty to purchase such insurance; that SES offers several levels of protection and services and that the System and/or service described in the Ordering Document has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. This Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF SES TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS. THEREFORE, IF LIABILITY IS IMPOSED ON SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, SES'S LIABILITY SHALL BE LIMITED TO \$500.00).

THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SES'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SES TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SES AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SES. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SES AS AN INSURER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SES MORE THAN TWO (2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property or the property of others on its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SES, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SES OF THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

This Section 6 shall apply to any other company or entity which, in addition to SES furnishes, as a subcontractor, or otherwise, any installation, monitoring or repair service provided hereunder.

7. **Warranty.**

Where Customer purchases a System under this Agreement, unless Customer has purchased a service plan that commences from the date of installation, SES warrants that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SES's sole option, free of charge. Warranty repair is done 8am – 5 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs due to (i) adjustments, additions, alternations, abuse, misuse or tampering of the System by the Customer (ii) System operation or use contrary to the operating instructions; (iii) software used with an operating system other than that specified by SES or its original equipment manufacturer ("OEM"); (iv) performance issues relating to the use of Customer's data network(s); (v) power fluctuations; or (vi) any other cause not within the cause or control of SES. If inspection by SES fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SES's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: WITH THE EXCEPTION OF THE FOREGOING WARRANTIES, SES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL SES, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SES MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT

8. **Software License.**

Customer's use of software provided hereunder is governed by the terms and conditions of any license included in or with such software (including but not limited to a click wrap or shrink wrap agreement) or as appears on a web site as of the date that the Customer signs the Ordering Document referencing this Agreement. Any breach of this Agreement will automatically terminate the Customer's right to use the software. Customer may not

copy the software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any software. Customer acknowledges that any breach of this Section 8 shall result in irreparable injury to SES for which the amount of damages would be unascertainable. Therefore, SES may, in addition to pursuing any and all remedies provided by law, seek an injunction against Customer from any court having jurisdiction, restraining any violation of this Section 8.

9. **Further Obligations of Customer.**

- Customer, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to SES's requirements, and telephone company interconnection jacks, if required.
- Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by SES, nor shall Customer permit the same to be done by others. It is further agreed that if any work is required to be performed by SES due to Customer's breach of the foregoing obligations, Customer will pay SES for such work in accordance with SES's then current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD SES HARMLESS FROM AND AGAINST ANY CLAIM ARISING OUT OF SUCH TAMPERING, ALTERATION, ADJUSTMENT, ADDITION TO, DISTURBANCE, INJURY, MOVEMENT, REMOVAL OR INTERFERENCE WITH SUCH EQUIPMENT AND FOR THE INTERCONNECTION BY ANYONE OTHER THAN SES OF ANY EQUIPMENT OR DEVICE TO ANY SES EQUIPMENT.
- For those premises where SES is to provide monitoring services, Customer shall be solely responsible for providing to and updating with SES the information required to provide the services hereunder, including but not limited to a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods; an authorized daily and holiday opening and closing schedule; authorized contacts and accurate contact information. Customer agrees that telephone calls received or transmitted by the monitoring center, including the receipt and transmission of alarm signals, may be electronically recorded by SES. Customer consents to such recording and will inform its employees and appropriate third parties that such recordings are authorized.
- Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SES any claimed inadequacy in, or failure of, the System. Customer shall perform periodic walk tests of any motion detection equipment used on the premises.
- Customer shall permit SES access to the premises for any reason arising out of, or in connection with, SES's rights or obligations under this Agreement.
- At any time during the Initial Term of this Agreement or any renewal or extended term hereof, SES may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition, which SES may identify as extraordinary. Upon receipt of written notice or such determination from SES, Customer shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by SES on a time and materials basis.
- Should any part of the System be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of SES, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a leased System).
- Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to SES within ninety (90) days of installation completion. Such obligation shall not waive Customer's warranty rights under the above referenced warranty.
- Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Customer shall indemnify and hold SES harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty.
- For those premises where SES is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SES's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- For those premises where the System transmits video Customer shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all personnel who may use the service or the System of any of the limitations respecting the service or the System as set forth in an agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the service and video transmitted from a System only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the services or video transmitted from a System for any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the service.
- It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- Customer represents that, except to the extent it has given SES written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SES's reasonable control and SES shall not start, or continue, to perform its work under this Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. CUSTOMER SHALL INDEMNIFY AND HOLD SES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO SES). Customer further represents that it is not subject to any economic or trade sanctions and will immediately notify SES if it becomes subject to such sanctions, in which event SES shall be entitled to immediately terminate this Agreement.

10. **Obligations of SES; Limitations.**

- Neither party shall be held responsible or liable for delay in installation of the System or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of such party, including interruptions in telephone service ("**Force Majeure**"). SES will not be required to perform installation or supply service to Customer while any such cause shall continue. If such Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement without liability as of the date specified in a written notice to the other party.

- For those premises where monitoring service is provided, SES, upon receipt of an alarm signal from Customer's premises, shall (unless previously instructed otherwise by Customer), make a reasonable effort to transmit the alarm promptly to the police, fire department, or medical agency having jurisdiction or responsibility. SES shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer.
- SES reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals, unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal business hours unless expressly requested otherwise by Customer.
- SES may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SES and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SES reserves the right to discontinue or change a particular response service due to such governmental requirements. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SES, or otherwise comply with such requirements.
- If a service plan or software support option is purchased by Customer, SES will provide and install software upgrades during SES's normal working hours, as they become commercially available. Software updates that do not apply to the Customer's current operations, as determined by SES and the OEM, will not be installed by SES. In the event the Customer elects to have someone other than SES install a software upgrade, Customer shall assume any and all liability for damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SES are excluded from this Agreement.

11. Communication Limitations.

- Customer understands that if any System installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Customer Service Center there may be times when that communication method is not able to transmit signals and SES will not receive alarm signals. Digital communicators use standard telephone lines and SES does not receive signals when the telephone systems become non-operational or the telephone line is cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SES offers several levels of communication methods of alarm signals to the Customer Service Center and that the services described on the front page of this Agreement and on the Ordering Document have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.
- In case any problems with the communication method are detected by SES, SES shall contact the communication method provider and request that it determine the location of the trouble, if unknown to SES. When the trouble has been traced to Customer, SES will make a reasonable effort to notify Customer or its designated representative. In the event any service or repair to Customer's equipment becomes necessary, SES shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary services or repair. It is understood that the communication method provider is not the agent of SES and SES shall not be liable for the communication method provider's negligent performance or delay in performance.
- For those premises where card access security is provided, SES assumes no responsibility or liability for lost or stolen access cards.
- For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not SES's agents, nor does SES assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

12. Title to Equipment and Use of SES-owned Equipment.

If Customer purchases equipment, Customer agrees that SES retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that SES may remove or abandon all SES-owned equipment, including all wiring installed by SES, in whole or in part, upon termination of the Agreement by lapse of time, default of any moneys due hereunder, or otherwise, without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SES to collect any charges which have accrued hereunder.

13. Termination.

- SES may terminate this Agreement:
 - immediately, in the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days from receipt date of written confirmation by SES of such default. If SES terminates under this Section 13(A)(i), the balance of all moneys due and for the unexpired term of orders subject to this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or
 - immediately, in the event SES's monitoring center, the telephone lines, wires, or SES's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
 - as provided in Section 2 relating to expiration.
- Customer may terminate this Agreement:
 - immediately, upon written notice for any individual location in the event any Customer location is, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such location; or
 - as provided in Section 2 relating to expiration.
- In the event of a termination under this Section 13, written notification by facsimile, U.S. mail or by courier shall be acceptable.
- Upon termination of this Agreement, Customer shall permit SES access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove or disable the equipment.

14. Assignment.

This Agreement is not assignable by the Customer, except upon written consent of SES first being obtained. SES shall have the right to assign this Agreement or to subcontract any of the obligations under this Agreement without the consent of, but with notification to, the Customer.

15. No Subrogation.

Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

16. **Severability and Savings.**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or enforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and affect, and the invalid, void, illegal, and/or enforceable provision(s) shall survive to the extent not so held.

17. **Non-Solicitation.**

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "**Employee**") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to seek injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through "head hunters" who contacts a party's Employee without the party's knowledge will not be considered solicitations for purposes of this paragraph.

18. **Electronic Signature.**

The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

19. **Choice of Law.**

This Agreement is entered into in Uniontown, Ohio and shall be interpreted, enforced and governed under the laws of the State of Ohio without regard to application of conflicts of laws principals that would require the application of any other law. Any action regarding this Agreement or otherwise brought against SES by or on behalf of any party to this Agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Summit County, Ohio. If the claim could be brought in federal court, the action shall be maintained in the United States District, Northern District of Ohio. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

20. **Waivers.**

- **Jury Trial Waiver.** Both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any litigation arising out of, under, in connection with, or relating to this Agreement.
- **Mutual Safety Act Waiver.** In no event will either party or its insurers be liable to the other party for loss or damage arising from or related to an act of terrorism. The parties intend for this waiver to "flow down" to their respective contractors.

21. **Entire Agreement.**

It is agreed to and understood by the parties that this Agreement, and any attached Ordering Documents and Exhibits, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the services covered by this Agreement. This Agreement may not be changed, modified, or varied except in writing, signed by an authorized representative of SES. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. Customer hereby acknowledges that it has read this entire Agreement and agrees to be bound by all its terms and conditions.

Securitas Electronic Security, Inc.

Authorized Signature: _____
 Printed Name: _____
 Title: **John Peponias**
 Date: _____

Customer:

Authorized Signature: _____
 Printed Name: **DeVoshay Johnson**
 Title: **Director of Information Technology**
 Date: **12/29/2022**

AVIGILON CORPORATION
AVIGILON CONTROL CENTER[™] SOFTWARE
END USER LICENSE AGREEMENT
Effective November 21, 2019

This Avigilon Control Center End User License Agreement (the “**Agreement**”) between Avigilon Corporation (“**Avigilon**”), as licensor of the Software (as defined below), and you (being the person or other legal entity that is the end user and licensee of the Software) (“**You**” or “**Your**”) governs Your use of the Software. The term “**Software**” means: (a) the Avigilon Control Center software accompanying, or being used in association with, this Agreement, including computer software, and any modified versions and copies of, and upgrades, updates, and additions to, such software; and (b) any media, printed materials, and “on-line” or electronic documentation with respect to such software (the “**Documentation**”).

By breaking the seal on the package containing the Software, or downloading, installing, copying or otherwise using the Software, You agree to be bound by the terms of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, do not open, download, install, copy, or otherwise use the Software.

1. Grant of License. Subject to the payment of applicable license fees, and as long as You comply with the terms of this Agreement, Avigilon grants You a limited, non-exclusive license to use the Software only in the manner and for the purposes described in this Agreement and the Documentation. Your use of the Software is subject to the following principal conditions:
 - a. Subject to the limitations on the use of the Software’s server application (the “**Server Application**”) set forth in Section 1(b), You may install the Software on any number of computers at Your premises.
 - b. If You have licensed an edition of the Software that only permits the Server Application to be installed on a single server, you may only install the Server Application on one server. If you have licensed an edition of the Software that permits the Server Application to be installed on more than one server (subject to a specified maximum number of servers), You may install the Software’s Server Application on up to that maximum number of servers, provided that all such servers are configured to work together in a cluster (a “**Site**”).
 - c. Components of the Software that are protected by a software or hardware key or other device may be used on any computer, or cluster of servers forming the Site, on which the key is installed and activated. If the key locks the Software to a particular computer, or cluster of servers forming the Site, the Software may only be used on that computer or cluster of servers, as applicable. You agree that You will not attempt to circumvent the mechanisms that bind software or hardware keys to a particular computer or cluster of servers forming a Site.
 - d. You acknowledge that You must activate the Software with Avigilon and that there may be instances where You are required to subsequently reactivate the Software when You make certain hardware changes or configuration changes to the Software.

Title	CITY OF FORT PIERCE (FL) - FORT PIERCE, FL - City HALL Lenel...
File name	content
Document ID	827d7ebe899b345cbb8785e255d2152481418085
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from securitas-es.lightning.force.com

Document History



SENT

10 / 21 / 2024
18:41:16 UTC

Sent for signature to John Peponias (john.peponias@securitas.com) from miguel.casanova@securitates.com
IP: 165.225.222.223



VIEWED

10 / 21 / 2024
20:15:34 UTC

Viewed by John Peponias (john.peponias@securitas.com)
IP: 136.226.69.27



SIGNED

10 / 21 / 2024
20:16:39 UTC

Signed by John Peponias (john.peponias@securitas.com)
IP: 136.226.69.27



COMPLETED

10 / 21 / 2024
20:16:39 UTC

The document has been completed.

City Commission Regular Meeting - 5:05 pm

12. a.

Meeting Date: 11/04/2024

Re: Impact Fee Moratorium

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

Legislative Hearing - Ordinance 24-041 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. SECOND READING.

SUMMARY:

Ordinance 24-041 will provide a moratorium on the imposition and collection of City impact fees within the Fort Pierce Redevelopment Area for a period of one year. The City Commission adopted the initial urban infill impact fee moratorium via Ordinance 20-007 on March 16, 2020. It expired one year later and numerous subsequent ordinances extended the moratorium, which is now set to expire on November 6, 2024.

In established urban areas, there may be older buildings or underutilized sites that could benefit from redevelopment. By implementing an impact fee moratorium, it becomes more economically viable for businesses to invest in these areas and breathe new life into the community. This can result in revitalization, job creation, and increased economic activity. In an established urban core, the infrastructure is largely already in place. Therefore, new construction may not be placing as much strain on public services as they would in areas that require significant infrastructure investments.

RECOMMENDATION:

Approve Ordinance 24-041

ALTERNATIVES:

Amend or deny Ordinance 24-041

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Clerk/Acting City Manager
City Attorney

Fiscal Impact

OTHER INFORMATION:

City funds are not required for this ordinance.

Attachments

Ordinance 24-041
Business Impact Estimate Form
FPRA District Map
RLS Memo
Proof of Publication
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	10/08/2024 11:15 AM
City Manager	Linda Cox	10/08/2024 11:16 AM
Form Started By: Shyanne Harnage		Started On: 10/03/2024 10:42 AM
Final Approval Date: 10/22/2024		

ORDINANCE NO. 24-041

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A **MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES** FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to promote Fort Pierce to encourage the investment of private resources in the urban core of our city by suspending the collection of City Impact Fees in an effort to stimulate and encourage new development within the boundaries of the City's Designated Urban Infill and Redevelopment Area; and

WHEREAS, the moratorium of impact fees herein may place the City in a more competitive position, thus enhancing efforts by the City and the community to encourage economic development opportunities to create permanent employment expansion opportunities; and

WHEREAS, the City Commission finds the most effective economic stimulus that the City can provide is to offer incentives to new construction projects by removing the City-imposed development costs represented by city impact fees; and

WHEREAS, this is an integral part of the City's overall economic development strategy; and

WHEREAS, the City Commission will evaluate the impacts of suspending the City Impact Fee Program as herein provided for, and shall thereafter further consider changes in the Comprehensive Plan if and to the extent necessary so as to reflect the experience resulting from the temporary moratorium herein provided for; and

WHEREAS, such moratorium shall apply to all such new construction within the boundaries of the City's Designated Urban Infill and Redevelopment Area for which a building permit is issued subsequent to the adoption of this ordinance; and

WHEREAS, the moratorium will continue for one (1) year after its effective date, unless otherwise modified or repealed by the City Commission; and

WHEREAS, Section 166.021, Florida Statutes, provides the City with the power to enhance and expand economic activity in the City including the authority to expend and use public funds toward achievement of the City's economic development goals; and

WHEREAS, the City of Fort Pierce will continue to collect Impact Fees for St. Lucie County in accordance with established Interlocal Agreement(s).

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The imposition of Impact Fees, as provided by Code Sections 113-15 through and including Section 113-19, and the collection of said fees as provided by Code Section 113-8, are hereby suspended within the boundaries of the City's Designated Urban Infill and Redevelopment Area for a period not to exceed one (1) year from the date of final passage hereof and shall be reinstated thereafter to full force and effect unless or until they should be modified or amended.

SECTION 2. All ordinances of parts of ordinances in conflict herewith are and the

same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 3. This ordinance is and the same shall become effective immediately upon final passage hereof and shall remain in effect for a period of one (1) year, or for such shorter period as may hereafter be determined by the City Commission by subsequent ordinance, following such final passage and shall then cease to become effective unless otherwise extended by further ordinance.

SECTION 4. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

APPROVED AS TO
FORM AND CORRECTNESS:

Sara K. Hedges
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-041 was duly advertised by title only in the St. Lucie News Tribune on _____, 2024; copy of said Ordinance was made available at the Office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 21, 2024; and was duly introduced, read by title only, and passed on second and final reading on November 4, 2024, by the City Commission of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 4th day of November 2024.

Linda Hudson, Mayor

ATTEST:

Linda W. Cox
City Clerk

(SEAL)

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
 - a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

 - b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

 - c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

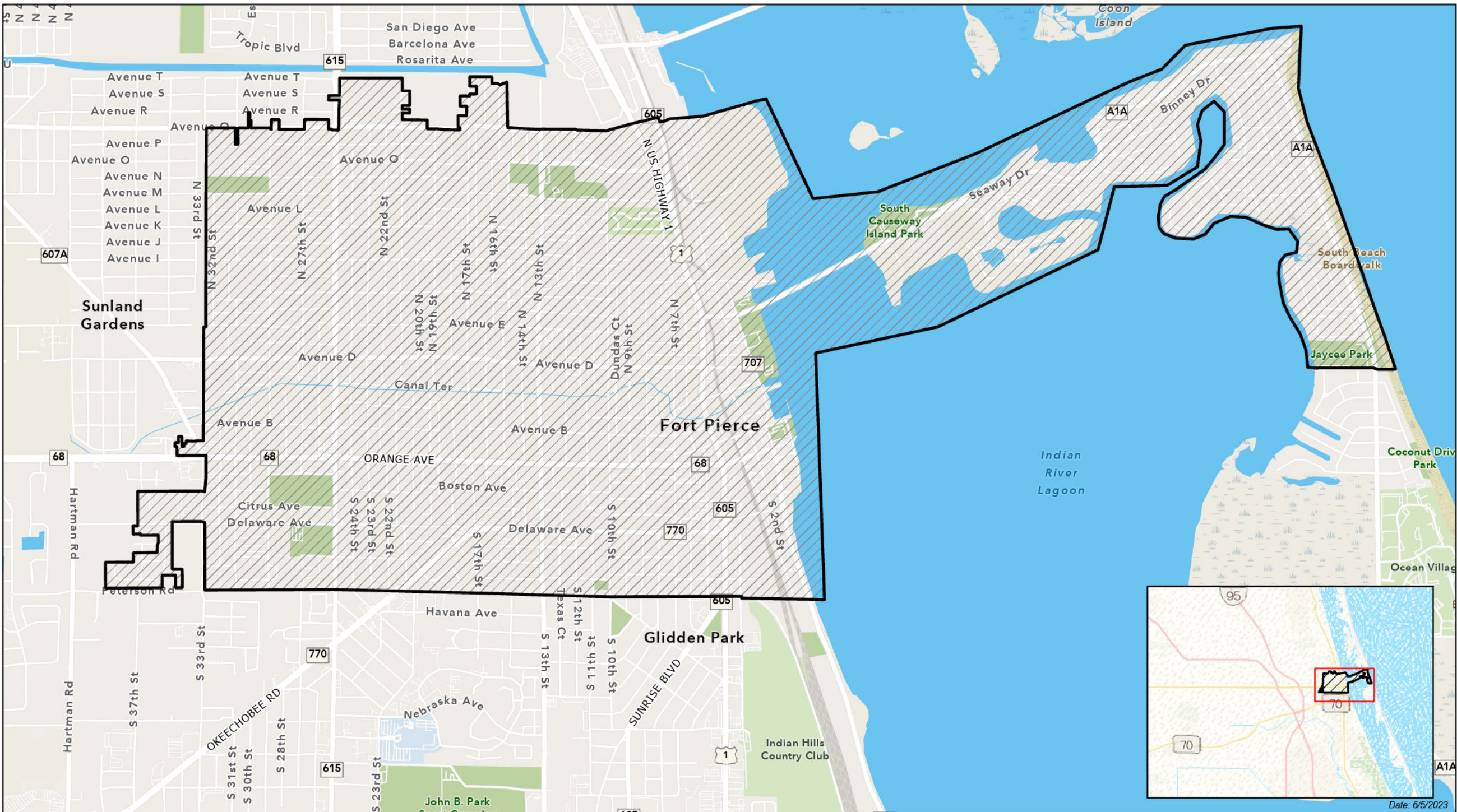
3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
 - a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046; 351
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.



Fort Pierce Redevelopment Agency Boundary



Date: 6/5/2023



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
SHYANNE HARNAGE, CRA ADMINISTRATOR
Florida
SARA HEDGES, CITY ATTORNEY *SH*

TO:

FROM:

RE:

CAO RLS FILE:

DATE:

FPRA IMPACT FEE MORATORIUM ORDINANCE

RLS 24-397

OCTOBER 3, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Ordinance regarding the Impact Fee Moratorium. The draft Ordinance is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

SH

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

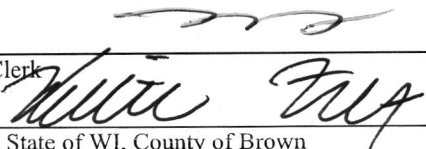
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

10/11/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/11/2024

Legal Clerk



Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	\$124.96	
Tax Amount:	\$0.00	
Payment Cost:	\$124.96	
Order No:	10655734	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0172672	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

City of Fort Pierce Notice of Public
Hearing

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, October 21, 2024 and Monday, November 4, 2024 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 24-041 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
October 11 2024
LSAR0172672

Urban Infill & Redevelopment Area

IMPACT FEE MORATORIUM

City Commission • October 21, 2024

Resolution No. 24-041





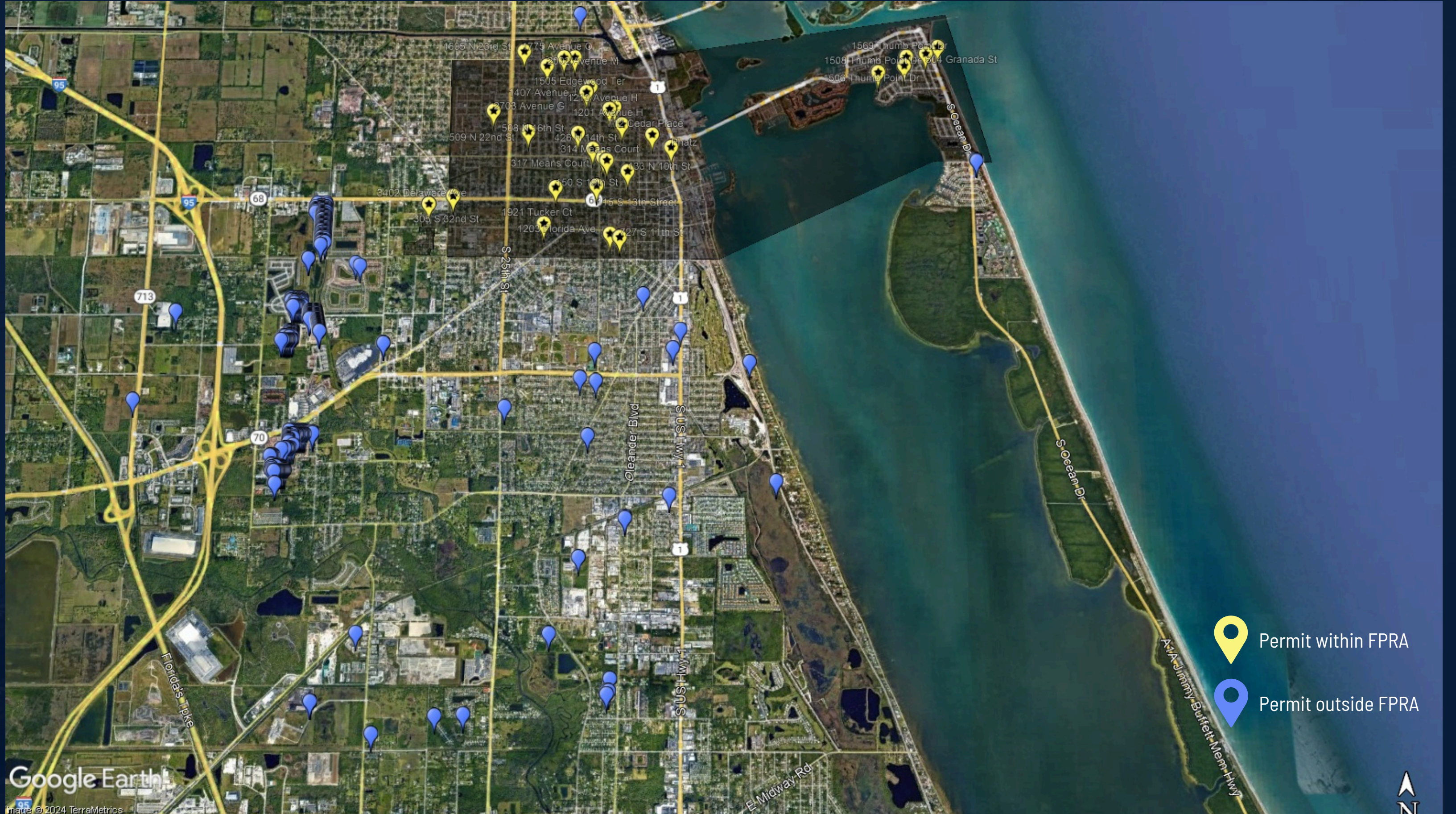
OVERVIEW OF THE MORATORIUM

- Since infill locations are within the urban core of our community, typically they already have much of the needed infrastructure.
- There has been limited new construction in the FPRA district over the past several years.
- By suspending fees, the moratorium can stimulate investment by reducing initial financial burden.

First 12-month moratorium resolution adopted in March 2020.

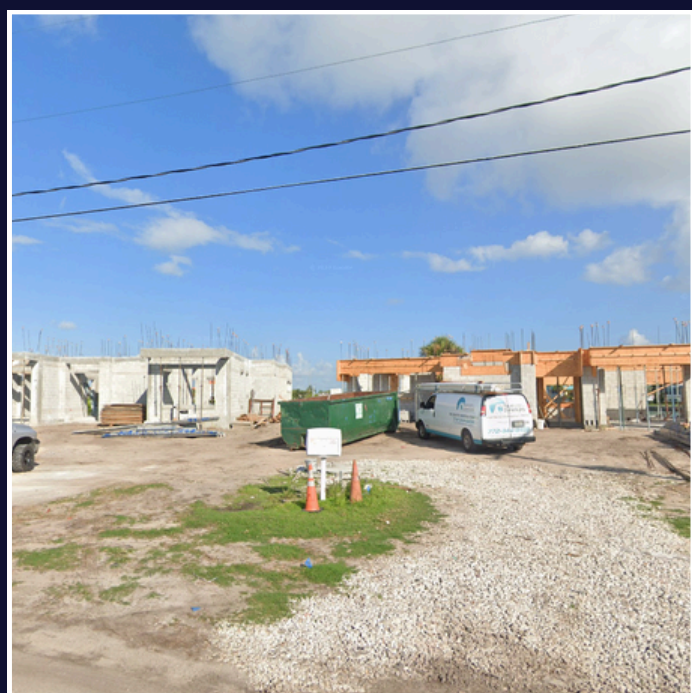


New Construction Building Permits



Google Earth
Image © 2024 TerraMetrics

Issued between November 2023 and October 2024



RECOMMENDATION

Staff recommends approval of Ordinance 24-041 to extend the Impact Fee Moratorium for a period of twelve (12) months in an effort to reinforce our incentive toolkit and emphasize our strong desire for infill development.



City Commission Regular Meeting - 5:05 pm

13. a.

Meeting Date: 11/04/2024

Re: Resolution 24-R56 Project Hammy

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

Resolution 24-R56 expressing support for Project Hammy as a Qualified Economic Development Ad Valorem Tax Exemption applicant.

SUMMARY:

Project Hammy is seeking consideration as a qualified applicant for an Economic Development Ad Valorem Tax Exemption. As an existing business with a corporate headquarters located in the City of Fort Pierce, Project Hammy seeks to expand its operations by constructing a new expanded 25,000 square foot headquarters and distribution facility. The capital investment for this project is projected at \$2.2 million with \$150,000 in tangible property capital investment. With this expansion, Project Hammy anticipates retaining 13 full-time equivalent jobs and creating 30 new full-time equivalent jobs, thereby contributing to the economic growth and development of our community.

Based on current representations made by Project Hammy, the City has made a preliminary determination that Project Hammy meets the requirements for an Economic Development Ad Valorem Tax Exemption in accordance with Section 196.1995 of the Florida Statutes whereby the business location is an "expansion of an existing business" for purposes of Section 196.012(15), Florida Statutes. Final approval must be made through an approved Ordinance.

RECOMMENDATION:

Adopt Resolution 24-R56

ALTERNATIVES:

Amend or deny Resolution 24-R56

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Linda Cox, City Clerk/Acting City Manager

Sara Hedges, City Attorney

Economic Development Council of St. Lucie County

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution 24-R56

RLS Memo

EDC Executive Summary - Project Hammy

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	10/22/2024 07:13 AM
City Manager	Linda Cox	10/22/2024 07:13 AM
Form Started By: Shyanne Harnage		Started On: 10/21/2024 03:09 PM
Final Approval Date: 10/22/2024		

RESOLUTION NO. 24-R56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **EXPRESSING SUPPORT FOR PROJECT HAMMY AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION APPLICANT SUBJECT TO THE REQUIREMENTS OF SECTION 196.1995, FLORIDA STATUTES**; ALLOWING IMPROVEMENTS AND/OR TANGIBLE PERSONAL PROPERTY ADDITIONS TO BE MADE BY PROJECT HAMMY SUBJECT TO THE ADOPTION OF AN EXEMPTION ORDINANCE; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 3, of the Constitution of the State of Florida and Section 196.1995, Florida Statutes, empower the City of Fort Pierce ("City") to grant economic development ad valorem tax exemptions to new businesses and expansions of existing businesses after the electors of the City, voting on the question in a referendum, authorize such exemptions; and

WHEREAS, by a referendum held on August 23, 2022, the electors of the City of Fort Pierce authorized the granting of ad valorem tax exemptions; and

WHEREAS, the granting of ad valorem tax exemptions to certain businesses will provide the City with additional economic development incentive to enhance the City's competitive edge when encouraging new business development and retaining local businesses with expansion plans; and

WHEREAS, Project Hammy is an existing business in Fort Pierce, Florida who desires to expand into a new building in Fort Pierce; and

WHEREAS, Project Hammy is the corporate headquarters for a leading nationwide distributor of sports nutrition and health products; and

WHEREAS, Project Hammy intends to construct a new expanded 25,000 square foot headquarters and distribution facility and will invest \$2.2 million in capital investment and \$150,000 in tangible personal property capital investment; and

WHEREAS, Project Hammy is anticipated to retain 13 full-time equivalent jobs (FTEs) and create 30 new FTEs in the City of Fort Pierce paying an average annual wage of fifty-three thousand dollars (\$53,000), 110% of St. Lucie County's average annual wage, and a generous benefits package to its employees. The employment schedule consists of 10 new FTEs in Year 1; 10 new FTEs in Year 2; and 10 new FTEs in Year 3; and

WHEREAS, based on the current representations made by Project Hammy, the City of Fort Pierce has made a preliminary determination that Project Hammy meets the requirements for an Economic Development Ad Valorem Tax Exemption in accordance with Section 196.1995, Florida Statutes, whereby the business location is an "expansion of an existing business" for purposes of Section 196.012(15), Florida Statutes; and

WHEREAS, pursuant to Section 196.1995, Florida Statutes, final approval of an Economic Development Ad Valorem Tax Exemption must be made through an approved Ordinance by the municipality ("Exemption Ordinance").

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Fort Pierce, Florida, as follows:

1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and hereby made a part of this Resolution.
2. Eligibility. Project Hammy may proceed to make improvements and/or tangible personal property additions following the passage of this Resolution. Such improvements or additions may be eligible for the exemption as authorized by Section 196.1995, Florida Statutes, subject to the subsequent passage of an Exemption Ordinance specifically granting an Exemption to Project Hammy.
3. Not Binding. Nothing in this Resolution shall bind the City of Fort Pierce to adopting an Exemption Ordinance for Project Hammy.
4. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.
5. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.
6. Effective Date. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____ 20__.

LINDA HUDSON, MAYOR

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA K. HEDGES
CITY ATTORNEY



TO:

FROM:

RE:

CAO RLS FILE:

DATE:

RESOLUTION ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION - PROJECT HAMMY

RLS 24-372

OCTOBER 14, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Ad Valorem Tax Exemption for Project Hammy. Prepared for my review was a draft Resolution. Section 196.1995(5), Florida Statutes, requires an exemption of ad valorem taxes to be through Ordinance ("Exemption Ordinance"). The Resolution would simply show Project Hammy's ability to proceed with the improvements, as possibly eligible for tax exemption pursuant to a subsequent Exemption Ordinance. Pursuant to the requirements of the statute, I have amended the Resolution to accurately reflect the current posture of what the City may approve at this time. Please be aware, the Resolution will not bind the City to approving an Exemption Ordinance at a later date. Upon full application from Project Hammy for the Exemption, an independent analysis will need to be conducted at that time pursuant to Section 196.1995, Florida Statutes. Please ensure the Applicant for Project Hammy is aware of the above.

Following the approval of the Referendum authorizing the ad valorem tax exemptions, the City has not enacted an Ordinance implementing such. This Ordinance should be drafted, approved, and implemented prior to consideration of Project Hammy's Exemption Ordinance.

Further, please be aware of the below requirements under Section 196.1995 while proceeding through this process:

Responsibilities Regarding the Property Appraiser:

- (9) Before it takes action on the application, the board of county commissioners or the governing authority of the municipality shall deliver a copy of the application to the property appraiser of the county. After careful consideration, the property appraiser shall report the following information to the board of county commissioners or the governing authority of the municipality:
- (a) The total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined;
 - (b) Any revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section, or an estimate of such revenue if the actual revenue lost cannot be determined;
 - (c) An estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption

applied for were granted had the property for which the exemption is requested otherwise been subject to taxation; and

(d) A determination as to whether the property for which an exemption is requested is to be incorporated into a new business or the expansion of an existing business, as defined in s. 196.012, or into neither, which determination the property appraiser shall also affix to the face of the application. Upon the request of the property appraiser, the department shall provide to him or her such information as it may have available to assist in making such determination.

Factors for City Commission to Consider:

(10) In considering any application for an exemption under this section, the board of county commissioners or the governing authority of the municipality must take into account the following:

- (a) The total number of net new jobs to be created by the applicant;
- (b) The average wage of the new jobs;
- (c) The capital investment to be made by the applicant;
- (d) The type of business or operation and whether it qualifies as a targeted industry as may be identified from time to time by the board of county commissioners or the governing authority of the municipality;
- (e) The environmental impact of the proposed business or operation;
- (f) The extent to which the applicant intends to source its supplies and materials within the applicable jurisdiction; and
- (g) Any other economic-related characteristics or criteria deemed necessary by the board of county commissioners or the governing authority of the municipality.

Ordinance Adoption Requirements:

(11) An ordinance granting an exemption under this section shall be adopted in the same manner as any other ordinance of the county or municipality and shall include the following:

- (a) The name and address of the new business or expansion of an existing business to which the exemption is granted;
- (b) The total amount of revenue available to the county or municipality from ad valorem tax sources for the current fiscal year, the total amount of revenue lost to the county or municipality for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect, and the estimated revenue loss to the county or municipality for the current fiscal year attributable to the exemption of the business named in the ordinance;
- (c) The period of time for which the exemption will remain in effect and the expiration date of the exemption, which may be any period of time up to 10 years, or up to 20 years for a data center; and

- (d) A finding that the business named in the ordinance meets the requirements of s. 196.012(14) or (15).

I have uploaded a Track Changes version of the Resolution with suggested changes. For your convenience, I have also uploaded a Clean Copy version incorporating all suggested changes. The Clean Copy version, with all suggested changes implemented, is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

SH

Executive Summary

Project Hammy

After 15 years of experience working for top-performing brands in the industry, the owner saw a need for a change in distribution with a focus on brick-and-mortar rather than 3PL, international, and e-commerce stores.

Headquartered in Fort Pierce, Project Hammy opened in 2015, and now has four distribution centers throughout the country and services retail stores in all 50 states. Project Hammy is the leading nationwide distributor of sports nutrition and health products. They offer a full range of premium brands with quality, high-margin products that brick-and-mortar retailers can stay competitive and profitable with.



PROJECT SCOPE

Expansion -

*Headquarters/
Wholesale Distribution*



NEW CONSTRUCTION

25,000 Square Feet

\$2.2M Capital Investment



JOB CREATION

Existing: 13

New: 30 (Ave. Wage \$25.96/hr)

NEW CONSTRUCTION (One Time Impact)

Impact	Employment	Labor Income	Output
Direct	17.83	\$846,937.95	\$2,209,025.00
Indirect	4.05	\$157,256.40	\$777,839.10
Induced	3.07	\$117,701.80	\$492,247.39
Total	24.94	\$1,121,896.15	\$3,479,111.48

NEW JOBS (Recurring Impact)

Impact	Employment	Labor Income	Output
Direct	30	\$1,626,591.41	\$13,242,744.38
Indirect	52.40	\$1,905,741.62	\$7,076,056.26
Induced	10.22	\$392,800.24	\$1,640,984.88
Total	92.62	\$3,925,133.27	\$21,959,785.51

Incentives for Consideration:

- ⇒ Expedited Zoning, Site Plan and Permitting
- ⇒ Ad Valorem Tax Exemption for Real Estate and TPP: 10 years (5 years@100%, then 5 years at 90%-80%-60%-\$40%-20%).
- ⇒ Job Growth Investment Grant (JGIG) = \$1,650/job
- ⇒ Mobility & Impact Fee Mitigation

Data is based on 2024 dollars and 2022 IMPLAN data using the category "grocery and related products wholesalers." Results may vary based on the unique characteristics of each project. The projections in this report are based on IMPLAN data and models, which include certain assumptions and estimates. While we strive for accuracy, these projections are subject to limitations such as data quality, model assumptions, and external factors that may impact results. Therefore, the findings should be interpreted as estimates and not exact figures. Users should consider these results as one of many tools in economic planning and decision-making.

City Commission Regular Meeting - 5:05 pm

13. b.

Meeting Date: 11/04/2024

Re:

SUBJECT:

Follow up discussion and direction regarding the following:

1. Status of City Manager, Nick Mimms.
2. Status of the appointment of Linda Cox as Acting City Manager.

SUMMARY:

At the September 17th Special City Commission meeting, a vote was taken to discuss the status of both items at this meeting.

RECOMMENDATION:

Discuss the items and provide direction.

ALTERNATIVES:

Delay action.

RESPONSIBLE STAFF:

City Attorney

COORDINATED WITH:

n/a

Attachments

24-R47

Mimms Contract

Memo regarding Contract

Form Review

Form Started By: Tina Rel

Started On: 10/23/2024 03:03 PM

Final Approval Date: 10/23/2024

RESOLUTION NO. 24-R47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PLACING NICHOLAS MIMMS ON ADMINISTRATIVE LEAVE WITH PAY; DESIGNATING AN **ACTING CITY MANAGER**; DIRECTING STAFF TO PROVIDE FOR AN INVESTIGATION; DIRECTING REVIEW OF ACTIONS HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Nicholas Mimms, City Manager for the City of Fort Pierce, was arrested on criminal charges on August 14, 2024; and

WHEREAS, the City Commission addressed the arrest at a Special Meeting on August 15, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. Nicholas Mimms is placed on administrative leave with pay effective August 15, 2024.

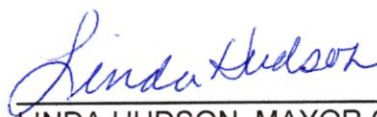
SECTION 2. The City Commission hereby designates Linda Cox to serve as Acting City Manager and perform the additional duties and responsibilities of the City Manager pursuant to the City of Fort Pierce Charter, Code of Ordinances, Policies, and Rules. Ms. Cox shall be compensated at 10% over and above her salary for the duration of the acting appointment. This appointment may be terminated at any time with or without cause.

SECTION 3. The City Attorney is directed to procure the services of an outside entity with no prior history with the City of Fort Pierce or any of its elected officials to conduct an independent investigation into the alleged actions of Mr. Mimms and report to their findings and recommendations to the City Commission. The investigation shall evaluate whether Mr. Mimms in any way violated the City's Personnel Rules and Regulations or his employment contract.

SECTION 4. The actions taken herein shall be reevaluated by the City Commission at its meeting on September 16, 2024.


SECTION 5. This resolution shall become effective August 19, 2024.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 19th day of August, 2024.



LINDA HUDSON, MAYOR COMMISSIONER


ATTEST:



CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:



SARA K. HEDGES
CITY ATTORNEY



T R A S K
D A I G N E A U L T
— LLP —
A T T O R N E Y S

THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT, B.C.S.*
ERICA F. AUGELLO, B.C.S.*
RANDY D. MORA, B.C.S.*
ROBERT M. ESCHENFELDER, B.C.S.*
NANCY MEYER, B.C.S.*
MEGAN HAMISEVICZ

** Board Certified by the Florida Bar in
City, County and Local Government Law*

MEMORANDUM

DATE: August 19, 2024

TO: Sara Hedges, Esq.
City Attorney, City of Fort Pierce

FROM: Randy Mora, Esq., B.C.S.

RE: City of Fort Pierce: Independent Dual Office Holding Analysis

As the City Attorney for the City of Fort Pierce (the “City”), you have requested my assistance as outside counsel to provide independent legal analysis concerning the potential application of constitutional dual office holding restrictions upon the city clerk were she to be made the acting city manager or interim city manager.

I. EXECUTIVE SUMMARY

The city clerk can serve as the *acting* city manager, assuming the duties of that office, while the appointed city manager is on administrative leave or otherwise unable to perform his official duties, while retaining her title as the appointed city clerk. Owing to the constitutional restriction against dual office holding, the city clerk should not, however, serve as the *interim* or *permanent* city manager, effectively occupying the office of city manager, while simultaneously retaining her title as the appointed city clerk.

II. APPLICABLE FACTS & LEGAL AUTHORITY

A. PRESENT POSTURE

On Wednesday, August 14, 2024, the Florida Department of Law Enforcement arrested Fort Pierce City Manager Nicholas “Nick” Mimms (“Mimms”) in connection with charges of bid tampering and official misconduct. In a special meeting held the next day, the City Commission (the “Commission”) unanimously agreed to place Mimms on administrative leave with full pay and authorized an independent investigation into the matter. The Commission also indicated an intention for the city clerk, Linda Cox (“Cox”), to temporarily serve as the *acting* city manager while Mimms is on administrative leave. For whatever period Cox may serve as the acting city

manager, the Commission also expressed its intention to appoint one of the deputy clerks to serve as the acting city clerk.

The Commission will be meeting on Monday, August 19, to provide further guidance and direction concerning this transition period.

B. RELEVANT CHARTER & CODE PROVISIONS

The City's Charter (the "Charter") contemplates the creation of a series of departments and officers.¹ The Commission possesses the authority to appoint and remove, with or without cause: "(1) the city manager, (2) the city clerk, (3) the city attorney, (4) the city prosecuting attorney and (5) the city auditor."² Similarly, the Charter empowers the Commission to "inquire as a body into the conduct of any officer, department or agency of the city and investigate municipal affairs whenever it deems such actions to be in the public interest."³

The Charter contemplates that the city manager shall be the chief executive and administrative head of the City government, subject to appointment by the Commission.⁴ Similarly, the city manager can be removed by the Commission at any time, with or without cause.⁵ The Charter enumerates the city manager's powers and duties, which generally encompass the supervision and control over all city departments, except the office of the city clerk.⁶ This proposition is repeated in the City's Code of Ordinances.⁷

The Charter also provides that the Commission shall appoint an individual to serve as the city clerk.⁸ In contrast to the provisions governing the city manager, the Charter does not enumerate each of the clerk's powers and duties.⁹ Instead, the City's Code of Ordinances (the "Code") enumerates five functions of the city clerk.¹⁰ In addition to four specific duties, the Code tasks the clerk with "perform[ing] such other duties as may be prescribed by the Charter or required by the clerk by the commission."¹¹

C. CHARTER OFFICER EMPLOYMENT AGREEMENTS

On July 6, 2021, the City entered into an employment agreement with Mimms to serve as the City Manager. Mimms' Agreement with the City contemplates his service for a term of five years, unless terminated sooner.¹² Mimms can be terminated by a majority vote of the entire Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the

¹ City Charter at §§ 39, 43, and 44

² City Charter at § 20 (a)

³ City Charter at § 20 (f)

⁴ City Charter at §§ 39 and 42

⁵ City Charter at § 40

⁶ City Charter at § 42

⁷ City Code at § 2-84

⁸ City Charter at § 44

⁹ City Charter at § 44; Cf § 62

¹⁰ City Code at § 2-114

¹¹ City Code at § 2-114 (4); see also §§ 2-53

¹² July 6, 2021, Employment Agreement at § 1

Commission.¹³ Mimms is an employee-at-will and works at the pleasure of the City, which may terminate his agreement at any time.¹⁴

On January 6, 2020, the City entered into an employment agreement with Linda W. Cox to serve as the city clerk. Cox's Agreement with the City contemplates her service as the city clerk for an initial period of three years, and subject to automatic annual renewals thereafter.¹⁵ Cox's Agreement explicitly states that the city clerk is "an independent and co-equal Charter Officer . . ." and "[n]o other Charter Officer shall have any authority or ability to direct, supervise, or interfere with the administration or activity of the Office of the City Clerk."¹⁶

Cox's Agreement requires that she at all times "faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City Clerk, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legal permissible and proper duties and functions to the reasonable satisfaction of the City Commission."¹⁷

D. FORT PIERCE PERSONNEL POLICIES

Cox's Employment Agreement specifically references or explicitly incorporates the City's Personnel Rules and Regulations (the "PRR") to state that she shall be entitled to receive the same vacation, sick leave, and holiday time as the City Manager, each of which shall be defined in the PRR.¹⁸

The PRR explicitly provides that, except as modified by contract, "all city offices and positions shall be governed by these Rules and Regulations."¹⁹ The PRR identifies both the City Manager and City Clerk, among others, as members of the "Unclassified Service."²⁰ Apart from their identification as members of the Unclassified Service, the PRR does not address the potential interplay, overlap, or direct dynamic between the positions of City Clerk and City Manager.

¹³ July 6, 2021, Employment Agreement at § 5 (a)

¹⁴ July 6, 2021, Employment Agreement at § 11

¹⁵ January 6, 2020, Employment Agreement at § 1

¹⁶ January 6, 2020, Employment Agreement at § 1

¹⁷ January 6, 2020, Employment Agreement at § 1

¹⁸ See January 6, 2020, Employment Agreement at §§ 4 and 6; see also Fort Pierce, Florida Personnel Rules and Regulations, Rev. April 1, 2017, and Adopted Feb. 20, 2018. *available at* www.cityoffortpierce.com/175/Human-Resources

¹⁹ See PRR at § 2.01

²⁰ See PRR at § 2.02 C

E. DUAL OFFICE HOLDING RESTRICTIONS

Article II, Section V of the Florida Constitution governs the performance of public officers. It provides, in pertinent part:

. . . . No person shall hold at the same time more than one office under the government of the state and the counties and municipalities therein, except that a notary public or military officer may hold another office, and any officer may be a member of a constitution revision commission, taxation and budget reform commission, constitutional convention, or statutory body having only advisory powers.

“Underlying this objective is the concern that a conflict of interest will arise by dual officeholding whenever the respective duties of office are inconsistent.”²¹ In contrast, “[w]here additional duties are assigned to constitutional officers and there is no inconsistency between these new and pre-existing duties, however, the dual officeholding prohibition does not preclude such an assignment.”²² In these instances, “newly assigned duties are viewed merely as an addition to existing responsibilities.”²³

While the term “office” is not defined by the Constitution, the Supreme Court of Florida has stated that “[t]he term ‘office’ implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office. . . .”²⁴ The Court added “the term ‘office’ embraces the idea of tenure, duration, and duties in exercising some portion of the sovereign power, conferred or defined by law and not by contract.”²⁵ Consequently it is the nature of the powers and duties of a particular position which determines whether it is an “office”, as opposed to an employment.

Persuasive legal authority²⁶ has opined that persons serving as city managers and city clerks, whose office and duties are provided for in their respective charters, hold ‘offices’ as opposed to employment.²⁷ Consequently, similar persuasive legal authority has opined that while a city manager *cannot* simultaneously serve as a city clerk, and *vice-versa*, their respective duties *can* be imposed on one another in an *ex officio* fashion.²⁸ In 1981, for example, the Office of the Attorney General specifically considered the question of whether “the city clerk [could] serve as acting city manager, performing the duties of that office, without violating the dual officeholding prohibition?” There, the opinion concluded that “the imposition of additional or *ex officio* duties

²¹ Bath Club, Inc. v. Dade County, 394 So.2d 110, 112 (Fla. 1981)

²² Id.

²³ Id.

²⁴ State ex rel. Holloway v. Sheats, 83 So. 508, 509 (Fla. 1919)

²⁵ Id.

²⁶ See, e.g., Palm Beach County v. Hudspeth, 540 So.2d 147, 152 (Fla. 4th DCA 1989) (“Opinions of the Attorney General are considered persuasive, but do not constitute binding authority on the courts of Florida”)

²⁷ State v. Bloodworth, 134 Fla. 369 (Fla. 1938); Fla. Attorney Gen Ops. 81-72 (Oct. 4, 1981); 86-48 (June 24, 1986), 91-48 (July 8, 1991)

²⁸ Attorney Gen. Ops. 81-72 (Oct. 4, 1981), 91-48 (July 8, 1991) and 2007-43 (Oct. 16, 2007); see also “EX OFFICIO”, Black’s Law Dictionary (12th ed. 2024) (defined as “[b]y virtue or because of an office; by virtue of the authority implied by office”)

and responsibilities upon the city clerk by the city council to perform *ex officio* duties of another office would not be violative of s. 5(a), Art. II, State Const., provided that the additional duties imposed are in no way inconsistent with the municipal duties already being performed by the city clerk.”²⁹

Indeed, it has long been a settled rule in the State of Florida that, assuming an officeholder is subject to the constitutional dual office holding prohibition, they can, by legislative designation, perform the functions of another or additional office without contravening the constitutional limitation.³⁰ Again, the newly assigned duties are merely viewed as an addition to the existing duties of the officer, and not the appointment to or occupancy of another office.

The established consequence for dual office holding has traditionally been the resignation of the first office.³¹ The constitutional prohibition provides no sanction for its violation, but instead reflects the common law rule that by accepting an incompatible office, the officeholder made a binding choice to vacate the first office.³² Notably, though Florida recognizes this rule, it also recognizes that in such situations the officer becomes a *de facto* officer as to their original office. In practice, this means that the surrender of the first office does not invalidate the acts in that office, but rather the official is deemed the *de facto* person holding the office until ousted by proper process.

III. LEGAL ANALYSIS & CONCLUSIONS

Based on the foregoing, Cox can serve as the *acting* city manager, assuming the duties of that office, while the appointed city manager is on administrative leave or otherwise unable to perform his official duties. According to the City’s Code the city clerk is tasked with “perform[ing] such other duties as may be . . . required by the clerk by the commission.”³³ Similarly, Cox’s employment agreement provides she must “perform other legal permissible and proper duties and functions to the reasonable satisfaction of the City Commission.”³⁴ At present, the Commission intends to adopt a resolution appointing the Cox, the city clerk, as the “acting” city manager, while the appointed city manager, Mimms, remains on administrative leave. The delegation of the manager’s duties to Cox does not, based on the foregoing authority, contravene dual office restrictions.

The city clerk should not, however, serve as the *interim or permanent* city manager while simultaneously retaining her title as the appointed city clerk. This is a distinction with a meaningful legal difference because, in this context, the city clerk would not merely be performing the manager’s duties but occupying the office of city manager as well. If the Commission desired to

²⁹ Attorney Gen. Op. 81-72 (Oct. 4, 1981)

³⁰ State v. Florida State Turnpike Authority, 80 So.2d 337 (Fla. 1955); State ex rel. Gibbs v. Gordon, 189 So. 437 (Fla. 1939); Bath Club, Inc., 394 So.2d 110 (Fla. 1981); City of Riviera Beach v. Palm Beach County Solid Waste Authority, 502 So.2d 1335 (Fla. 4th DCA 1987); and City of Orlando v. State Dep’t of Ins., 528 So.2d 468 (Fla. 1st DCA 1988).

³¹ Holley v. Adams, 238 So.2d 40, 407 (Fla. 1970)

³² Gryzik v. State, 380 So.2d 1102, 1104-05 (Fla. 1st DCA 1980), *citing* O’Connor v. Calandrillo, 117 N.J. Super. 586, 592-93 (N.J. 1971).

³³ See City Code at § 2-114

³⁴ January 6, 2020, Employment Agreement at § 1

appoint Cox as the interim or permanent manager, and Cox were agreeable to such change, she should first resign from the office of city clerk.

For the same reason, I recommend that the City not appoint one of the deputy clerks to serve as the “acting” city clerk while Cox is serving as the acting city manager. Doing so may imply that the office of the city clerk is vacant, which it would not be as Cox will remain the city clerk while performing some or all of the manger’s duties in an “acting” capacity. The duties Cox performs will be *in addition to* her duties as the city clerk, not in replacement of those duties. Instead, the Commission should allow the city clerk to utilize the City’s deputy clerks and other staff to assist Cox in the performance of her regular and temporary acting duties until the Commission is able to appoint an interim or permanent manager.

This analysis is premised upon an understanding of the facts as they are set forth in this memorandum. The legal analysis and conclusions set forth herein may differ should additional facts become available. This legal analysis does not consider how any such reappointment may impact eligibility for or contributions to any employment benefit, retirement, or deferred compensation program, or any professional membership organization.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'R. J. ...', written in a cursive style.

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Dual officeholding ; city clerk and manager

Number: AGO 81-72

Date: January 08, 1998

Subject:

Dual officeholding ; city clerk and manager

DUAL OFFICEHOLDERS--CITY CLERK DESIGNATED TO PERFORM EX OFFICIO DUTIES OF CITY MANAGER

To: Mr. Isadore F. Rommes, Jr., City Attorney, City of Perry

Prepared by: Joslyn Wilson, Assistant Attorney General

QUESTION:

May the city clerk serve as acting city manager, performing the duties of that office, without violating the dual officeholding prohibition in s. 5(a), Art. II, State Const.?

SUMMARY:

The city council as the legislative body of the city may by ordinance impose ad interim the additional or ex officio duties and functions of the office of city manager on the city clerk and the designation of such officer to perform ex officio the duties and responsibilities of the city manager until such time as the city council has duly appointed a permanent city manager does not violate s. 5(a), Art. II, State Const.

You state that the City of Perry recently adopted a new charter which substantially revises the governmental structure of the city and provides for the administration of city government by an appointive city manager. The new charter also abolishes the position of city clerk which under the old charter was an elective position. The present city clerk, however, will continue in office until his present term expires in 1983. According to your letter, the city council is now in the process of hiring a city manager but does not anticipate filling that position immediately; the council therefore has discussed the appointment of the city clerk as acting city manager until a permanent city manager is hired. Section 10.03(E), Art. X, places a duty on the city council, subsequent to the adoption of the new charter, to "consider the appointment of a city manager or *acting* city manager." (Emphasis supplied.) A question, however, has arisen as to whether such an appointment or assignment of the duties of city manager to the city clerk violates the dual officeholding provisions of s. 5(a), Art. II, State Const.

Section 5(a), Art. II, State Const., prohibits a person from simultaneously holding "more than one office under the government of the state and the counties and municipalities therein . . ." In the instant inquiry, it is not necessary to determine whether the new appointive position of city manager and the continued elective position of city clerk are municipal offices as both the city manager and the city clerk are clearly designated as officers of the city by the newly adopted city

charter, and under the provisions of the former charter the city clerk clearly is an elected officer of the city. See s. 3.01, Art. III, of the new city charter which states that there shall be a city manager who shall be the chief administrative *officer* of the city; and s. 10.02(c), Art. X, which provides in part that the elective *office* of city clerk as defined in the former charter of the city is abolished but that said *officer*, presently serving in such *office*, will continue until his term expires, pursuant to the provisions of the former charter of the City of Perry. See *also* s. 31, Art. VI, of the former charter of the City of Perry, Ch. 5359, 1903, Laws of Florida, as amended by s. 5, Ch. 5535, 1905, Laws of Florida; s. 4, Ch. 31170, 1955, Laws of Florida; and Ch. 63-1779, Laws of Florida.

Recently the Florida Supreme Court in *Bath Club Inc. v. Dade County*, 394 So.2d 110, 112 (Fla. 1981), considered the constitutional provision against dual officeholding, stating that s. 5(a), Art. II, State Const., was "manifestly fashioned to ensure that multiple state, county, and municipal offices will not be held by the same person. Underlying this objective is the concern that a conflict of interest will arise by dual officeholding whenever the respective duties of office are inconsistent." Where, however, additional or ex officio duties are imposed upon or assigned to a particular officer by the legislative body of a municipality and there is no inconsistency between the new and the preexisting duties, the dual officeholding prohibition does not preclude such an assignment. The newly assigned duties are viewed as an addition to the existing duties of the officer. See *Bath Club Inc. v. Dade County*, *supra*; *State v. Florida State Turnpike Authority*, 80 So.2d 337 (Fla. 1955); *State ex rel. Gibbs v. Gordon*, 189 So. 437 (Fla. 1939), and AGO's 080-97 and 080-12. Thus the imposition of additional or ex officio duties and responsibilities upon the city clerk by the city council to perform ex officio duties of another office would not be violative of s. 5(a), Art. II, State Const., provided that the additional duties imposed are in no way inconsistent with the municipal duties already being performed by the city clerk.

Under the provisions of the former city charter (pursuant to which the city clerk continues to serve, see s. 10.02(C), Art. X, of the new charter), the functions and duties of the clerk "shall be as prescribed by ordinance of the city council." See s. 31, Art. VI, Ch. 5359, 1903, Laws of Florida, as amended. The new charter provides that the city manager is responsible to the city council for the administration of all city affairs, s. 3.01, Art. III; s. 3.04, Art. III sets forth the powers and duties of the city manager which include, *inter alia*, advising the city council as to the financial needs of the city, preparing the annual budget, and performing "such other duties as he may be prescribed by this Charter, or may be required of him by the city council, not inconsistent [sic] herewith." It does not appear from my examination of the former and the new city charters that the offices of city clerk and city manager and the duties and responsibilities assigned to each are incompatible. Accordingly, if the city council by ordinance imposes ad interim the additional or extra duties and functions of the city manager prescribed in the new charter on the city clerk, the clerk may serve as the acting city manager performing such duties until such time as the city council has duly appointed a city manager. *Cf.* s. 3.03, Art. III, of the new charter which provides that during the temporary absence or disability of the city manager, the city manager shall designate, subject to the council's approval, a qualified city administrative officer as acting city manager; the council, however, "may revoke such designation at any time and thereupon shall appoint another officer of the city to serve until the city manager shall return or his disability shall cease."

CITY OF FORT PIERCE, FLORIDA

**NICHOLAS MIMMS
CITY MANAGER**

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into effective July 6, 2021, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **NICHOLAS MIMMS**, hereafter referred to as "**MIMMS**".

WHEREAS, CITY desires to secure the services of **MIMMS** as City Manager for a minimum of five (5) years from the Effective Date of this agreement and **MIMMS** desires to accept such position; and

WHEREAS, CITY and **MIMMS** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **MIMMS** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **MIMMS** agree with each other as follows:

1. Employment.

MIMMS will render full time professional services to **CITY** in the capacity of City Manager of the **CITY** for the term of five (5) years, commencing July 6, 2021 (the "Effective Date"), through July 6, 2026. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

MIMMS shall devote all of his time, attention, knowledge and skill, solely and exclusively

to the business and interest of the City of Fort Pierce, and the public which it serves. **MIMMS** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Manager, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. In performing such duties, **MIMMS** further agrees to be subject to the ICMA Code of Ethics, and to otherwise devote full time and attention to his work as City Manager. Nothing herein shall prohibit **MIMMS** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from his performance of the terms of this Agreement. In the event **MIMMS** makes formal application for full-time employment elsewhere while serving as City Manager, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. Compensation.

In consideration for these services as City Manager, **CITY** agrees to pay **MIMMS** an annual base salary of ONE-HUNDRED SEVENTY-ONE THOUSAND DOLLARS (\$171,000) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **MIMMS'** performance by the City Commission. Base annual salary adjustments, including cost of living increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **MIMMS'** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

3. Performance Evaluations.

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **MIMMS'** performance as City Manager. These performance evaluations shall occur during the calendar month of June of each year, and the matter of the performance evaluation shall be agendaed by the City Manager, to be discussed by the City Commission, at the first City Commission Conference Agenda Meeting in June of each year of this Agreement. These performance reviews shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **MIMMS**.

Should it be determined that **MIMMS** was successful in his overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **MIMMS'** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the city management profession in similarly situated Florida cities and the rate of general inflation in the economy.

4. Benefits.

In addition to annual compensation specified above, the **CITY** agrees to provide **MIMMS** with the following benefits:

- a) **MIMMS** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.
- b) Paid attendance at the ICMA annual conference at a rate agreed upon by the City Commission and **MIMMS**.

- c) Lease or car allowance at \$350.00 per month, or such other rate agreed upon by the City Commission.
- d) Membership dues to professional associations and societies and to such service organizations and clubs of which **MIMMS** is a member, subject to the approval of the City Commission.
- e) Comprehensive health and major medical insurance equal to that which is provided to other City employees.
- f) Retirement benefits as per General Coverage Plan eliminating the maximum pension annuity

5. Termination

At all times during the term of this Agreement, **MIMMS** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

- a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.
- b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **MIMMS** as City Manager, **MIMMS** shall have the right to declare that such amendments constitute termination; or
- c) If **MIMMS** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. Severance.

Except as provided in this Agreement, severance will be paid to **MIMMS** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **MIMMS** his then annual base salary for One Hundred Twenty (120) consecutive days thereafter, and the **CITY** shall also maintain **MIMMS'** life insurance and major medical insurance coverage paid up and in effect during such period. **MIMMS** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **MIMMS** shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the One Hundred Twenty (120) days severance in the event **MIMMS** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Manager, or material breach by **MIMMS** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, **CITY** shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. Attendance at Meetings.

The **CITY** agrees to permit **MIMMS** to be absent from the **CITY** during working days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between him and the City Commission. Attendance at such approved meetings and accomplishment of approved professional duties

shall be fully compensated service time and shall not be considered vacation time. The **CITY** shall reimburse **MIMMS** for all reasonable expenses incurred by him incident to attendance at approved professional meetings; provided, however, that such reimbursement is appropriate and within the limits of the City's budget.

8. Best Efforts of Employee.

MIMMS agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**.

MIMMS further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. Disability.

If **MIMMS** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **MIMMS** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

10. Residency.

MIMMS shall, at all times, maintain permanent residency within the City of Fort Pierce, Florida, during his term as City Manager.

11. Employee-At-Will.

MIMMS is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

12. Liability Claims.

The **CITY** shall defend and save harmless **MIMMS**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **MIMMS'** duties as City Manager of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **MIMMS'** employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **MIMMS'** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **MIMMS** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

13. Voluntary Resignation.

In the event **MIMMS** voluntarily resigns his position with the **CITY**, **MIMMS** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **MIMMS** shall not be entitled to nor shall the

CITY be liable to pay severance if **MIMMS** resigns.

14. General Provisions.

The following general provisions shall govern this Agreement:

- a) This Agreement shall be governed in accordance with the laws of the State of Florida.
- b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.
- c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.
- d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
- e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.
- f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **MIMMS**, his administrators, executors, legatees, heirs, and assigns.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF FORT PIERCE, FLORIDA

ATTEST:




Linda Cox, City Clerk

By: 

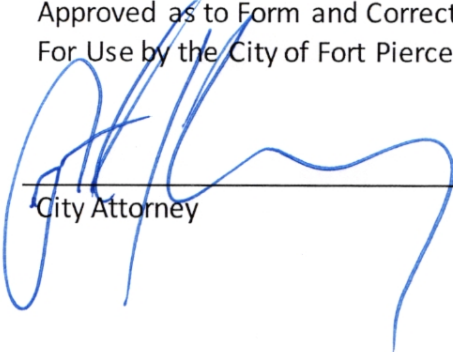
Linda Hudson, Mayor

EMPLOYEE:



Nicholas Mimms

Approved as to Form and Correctness
For Use by the City of Fort Pierce:



City Attorney

MEMORANDUM

TO: Sara Hedges
FROM: Angelique Lyons
DATE: October 29, 2024
RE: Evaluation of Nicholas Mimms' Contract

Section 4

Mr. Mimms contract identifies the benefits he is entitled to in addition to his annual base salary, including health insurance, car allowance and paid time off. The contract does not state whether these benefits continue if Mr. Mimms is placed on administrative leave without pay. The handbook does not specifically address whether car allowances are paid while on administrative leave without pay. My understanding is that at the time the decision was made to place Mr. Mimms on administrative leave without pay, there was some discussion about continuing his benefits. If the Commission intended to continue all of his benefits while on leave, then Mr. Mimms should be paid his car allowance. Otherwise, the City should act consistent with its past practices in similar circumstances.

Section 5

Mr. Mimms' contract provides for termination in three different ways, only one of which is relevant. Specifically, Section 5(a) provides for termination upon a majority vote of the entire City Commission. The Commission can vote to terminate Mr. Mimms' employment either with or without cause. "Cause" is defined in Section 6 of the contract as: conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Manager, or material breach of any duties or obligations under the contract and failure to cure. At this time, Mr. Mimms has not been convicted of a felony or misdemeanor. I do not believe he has been accused of an act of fraud.

Because it does not appear that cause can be established at this time, Mr. Mimms' contract would have to be terminated "without cause." "Without cause" does not mean without reason; it is just a phrase used to signify that the reason for the termination does not have to meet the definition of cause provided for in the contract. The standard to terminate Mr. Mimms' employment is therefore governed by statute, which provides that Mr. Mimms' contract cannot be terminated for any unlawful reason, such as a discriminatory or retaliatory reason. For more information on this, see Section 11 below.

Section 6

In the event Mr. Mimms' contract is terminated, he might be entitled to severance under Section 6 of the contract. Unless the contract is terminated for cause, Mr. Mimms is entitled to payment of his annual base salary, life insurance and major medical insurance for 120 consecutive days. His annual base salary is defined in Section 2 of the contract and does not include any other benefits, such as those defined in Section 4 of the contract. He is only entitled to any of the benefits in Section 4 if specifically provided for in the contract. The contract does provide that he is also entitled to payout of all accrued sick leave and vacation time payable upon termination as provided for in the Personnel Rules and Regulations.

If Mr. Mimms' contract is terminated for cause, he is not entitled to any of these payments. As explained above, cause includes conviction of any felony or misdemeanor involving moral turpitude, or commission of any act of fraud involving or affecting the City.

Section 11

Section 11 of the contract provides that Mr. Mimms is an at-will employee who can be terminated with or without cause. This provision does not change any of the above analysis. The phrase "at-will employment," at its most basic level, means that unless otherwise provided for by a contract, an employer can terminate an employee with or without cause. However, this general statement of the law is also subject to the various laws that do provide restraints on an employer's ability to terminate an employee. For example, under the Florida Civil Rights Act, an employer cannot terminate an employee because of race, gender, national origin, religion, marital status or handicap status (known as protected characteristics). Under the Florida Public Sector Whistleblower Act, an employer cannot terminate an employee for engaging in protected activity under the statute. Given that there are legal restrictions on the ability to terminate an employee created by statute, at will employment is more accurately described as follows: an employer can terminate an employee with or without cause, so long as it is not for an unlawful reason.

While taken at its most literal, this means an employer might be able to terminate an employee for "no reason", that does not mean an employer should ever do so. Because there are statutes prohibiting an employer from terminating an employee based on protected characteristics, an employer needs to be able to articulate a legitimate business reason every time it makes a termination decision. Otherwise, the employer will be unable to prove that the decision was not based on a prohibited reason.

Section 12

Section 12 of the contract provides that the City will hold harmless and indemnify Mr. Mimms, up to the sovereign immunity limits, for any tort, professional liability claim or demand or other legal claim or action arising out of an alleged act or omission occurring in or arising out of the good faith performance of Mr. Mimms' duties as City Manager. This section gives the City the authority to compromise and settle "any such claim or suit" and pay the amount of any settlement or judgment "rendered thereon."

In lay terms, this Section provides that the City will pay to defend Mr. Mimms in a case arising out of the good faith performance of his duties, and will pay any settlement or jury verdict up to the sovereign immunity limits. Although not specifically stated, this Section appears to only apply to civil or administrative matters, and not criminal cases. The language used regarding sovereign immunity limits, settlement and paying the amount of a judgment all speak to civil actions, not criminal actions. Even if this provision were interpreted to include criminal charges, the City would not have to pay if the actions were not arising out of the good faith performance of Mr. Mimms' duties.

Florida Statute 111.07 provides that a public sector employer may provide an attorney to defend a public officer or employees in the defense of a civil action, unless the officer or employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. This statute does not require the payment of such fees, and only references civil actions.

In addition to the statutory and contract provisions addressed above,

Florida courts have long recognized that public officials are entitled to legal representation at public expense to defend themselves against litigation arising from the performance of their official duties while serving a public purpose. *E.g.*, *Miller v. Carbonelli*, 80 So.2d 909 (Fla.1955); *Williams v. City of Miami*, 42 So.2d 582 (Fla.1949); *Peck v. Spencer*, 26 Fla. 23, 7 So. 642 (1890); *Lomelo v. City of Sunrise*, 423 So.2d 974 (Fla. 4th DCA 1982), *review dismissed*, 431 So.2d 988 (Fla.1983); *Ellison v. Reid*, 397 So.2d 352 (Fla. 1st DCA 1981). The purpose of this common law rule is to avoid the chilling effect that a denial of representation might have on public officials in performing their duties properly and diligently. *Nuzum v. Valdes*, 407 So.2d 277 (Fla. 3d DCA 1981). This entitlement to attorney's fees arises independent of statute, ordinance, or charter. *Lomelo*, 423 So.2d at 976. For public officials to be entitled to representation at public expense, the litigation must (1) arise out of or in connection with the performance of their official duties and (2) serve a public purpose. *Chavez v. City of Tampa*, 560 So.2d 1214 (Fla. 2d DCA 1990); *see Lomelo; Nuzum; Markham v. Department of Revenue*, 298 So.2d 210 (Fla. 1st DCA 1974), *cert. denied*, 309 So.2d 547 (Fla.1975).

Thornber v. City of Ft. Walton Beach, 568 So. 2d 914, 916–17 (Fla. 1990).

This common law doctrine applies to criminal proceedings. *See Lomelo v. City of Sunrise*, 423 So.2d 974, 976 (Fla. 4th DCA 1982); *Leon Cnty. v. Stephen S. Dobson, III, P.A.*, 957 So. 2d 12, 14 (Fla. 1st DCA 2007); *see also Ellison v. Reid*, 397 So.2d 352, 354 (Fla. 1st DCA 1981) (“If a public officer is charged with misconduct while performing his official duties and while serving a public purpose, the public has a primary interest in such a controversy and should pay the reasonable and necessary legal fees incurred by the public officer in successfully defending against unfounded allegations of official misconduct.”).

The conditions that must be satisfied for a public official to be compensated for legal defense expenditures are that the lawsuit arise from (1) the performance of the officer's *official duties* and (2)

while serving a *public purpose*. *Chavez v. City of Tampa*, 560 So. 2d 1214, 1218 (Fla. 2d DCA 1990)(court determined that commissioner had both public and private interest in casting her vote, but the law does not require a weighing of those interests to see which was the greater motivator – any personal interest is enough to prevent the employee from proving they were serving a public purpose). As explained by the First DCA in *Maloy v. Bd. of Cnty. Comm'rs of Leon Cnty.*, 946 So. 2d 1260, 1265 (Fla. 1st DCA 2007):

Under *Thornber*, a public official is not entitled to taxpayer funded representation simply because an allegation of misconduct arises in the course of his public duties. Rather, the context out of which the alleged misconduct arose must also serve a public purpose. In *Ellison*, a property appraiser's participation in a training seminar served a public purpose. In *Lomelo*, a mayor's use of his authorized power to release an arrestee served a public purpose. In *Chavez*, a city council member's vote, although part of her official duties, served only her private financial interests and not a public purpose.

At this point, I do not have enough information regarding the allegations against Mr. Mimms to assess whether he was serving the public purpose or whether his actions were in the good faith performance of his duties. Generally, claims for attorney's fees are made after the criminal matter has concluded when the parties are in a better position to evaluate these issues. The best course of action at this time is to wait until the criminal matter is concluded before making a decision.

Section 13

This section provides that if Mr. Mimms voluntarily resigns, he must provide at least 90 days written notice unless the parties agree otherwise. If Mr. Mimms retires on his own volition, he is not entitled to severance pay as defined in Section 6 above. In the event a majority of the entire City Commission votes at a duly authorized public meeting to make a formal offer to accept Mr. Mimms' resignation, then Mr. Mimms is entitled to the severance pay set forth in Section 6 of the contract (120 days of his base pay and his life and major medical insurance paid, and pay out of all accrued sick leave and vacation time as provided for in the Personnel Rules and Regulations).

City Commission Regular Meeting - 5:05 pm

15. a.

Meeting Date: 11/04/2024

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson

Started On: 10/28/2024 07:56 AM

Final Approval Date: 10/28/2024

CITY MANAGER'S REPORT



NOVEMBER 2024

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24	SeeClickFix Monthly Update
25	Coffee with a Cop Event
25	River Walk Center
26	Upcoming Events



Public Works Update

The Public Works Department has been busy this October, participating in the local Treasure Coast (TC) Chapter of the American Public Works Association (APWA) and introducing our newly named Street Sweeper, Sweeping Beauty!

On October 16, 2024, our team took part in the Equipment Rodeo organized by APWA-TC, showcasing various equipment and engaging in exciting competitions. This event provided an excellent learning and networking opportunity with representatives from neighboring agencies, including the City of Stuart, the City of Port St. Lucie, and St. Lucie County.

But that's not all! The City and the Public Works Department are collaborating closely with APWA-TC to gather donations for those impacted by Hurricane Milton. Employees and community members have contributed essential items such as water, food, hygiene products, and clothing. This initiative reflects our commitment to supporting those in need throughout the region.

Lastly, the Public Works Department proudly unveiled our newly named and designed Street Sweeper, Sweeping Beauty. In September, we engaged the community online to help us brainstorm fun names for this latest addition to our fleet. With over 50 name submissions, Sweeping Beauty emerged as the favorite, and special recognition was given to James Lotz, a local resident of Fort Pierce, for his creative contribution.



1963-2155 S US 1

The entire canopy and facade is undergoing a major transformation at Gateway Plaza in preparation of the new tenants currently undergoing permitting. Starbucks, T-Mobile, Bravo Supermarket, Burlington, America's Best, Wingstop, Petsense by Tractor Supply, and Ross Dress for Less are all anticipated to join new tenants Planet Fitness and Youthserv and existing tenants Family Dollar and Little Caesars. Individual build outs are all in different phases of construction with the Starbucks and T-Mobile nearly complete.



2743 PETERS ROAD

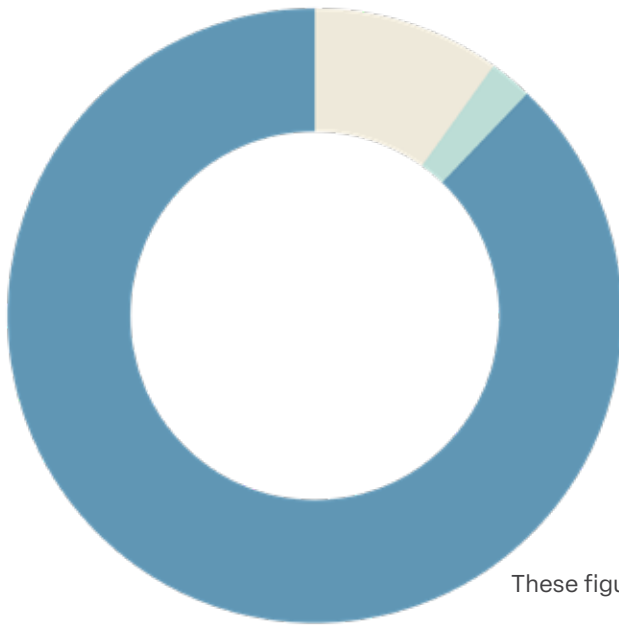
Coming soon! The Bravo Supermarket near Okeechobee Rd and I-95 is nearing completion. Shelving fixtures have been installed and final inspections will be scheduled shortly.



421 N US HWY 1

Steady progress is being made at Phatz Chicken. These pictures were taken shortly after the framing for the soffit was installed. Fixed glass storefront windows have also been recently installed and inspected.

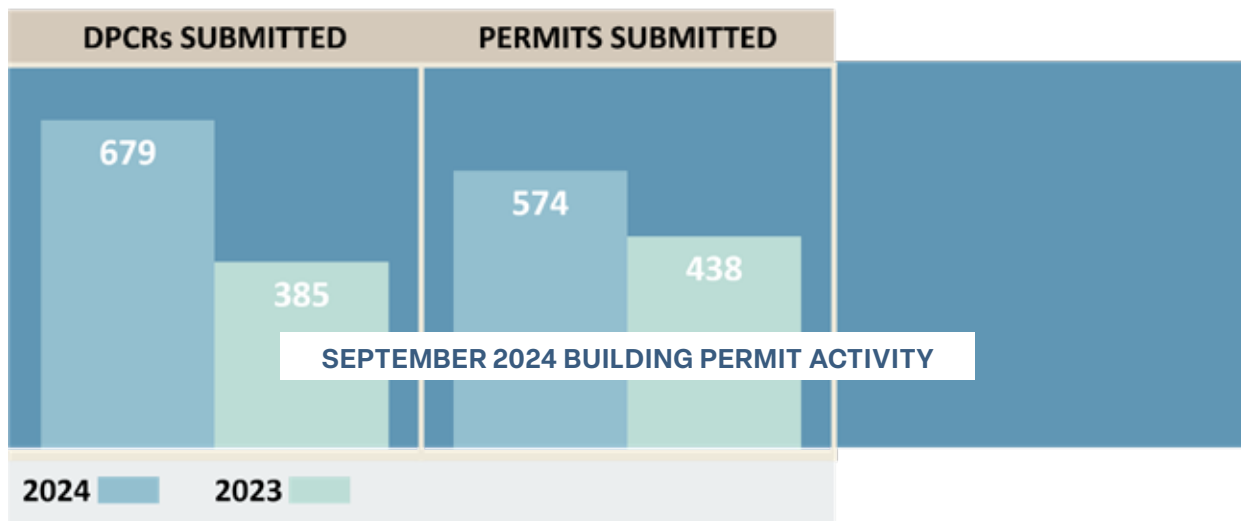




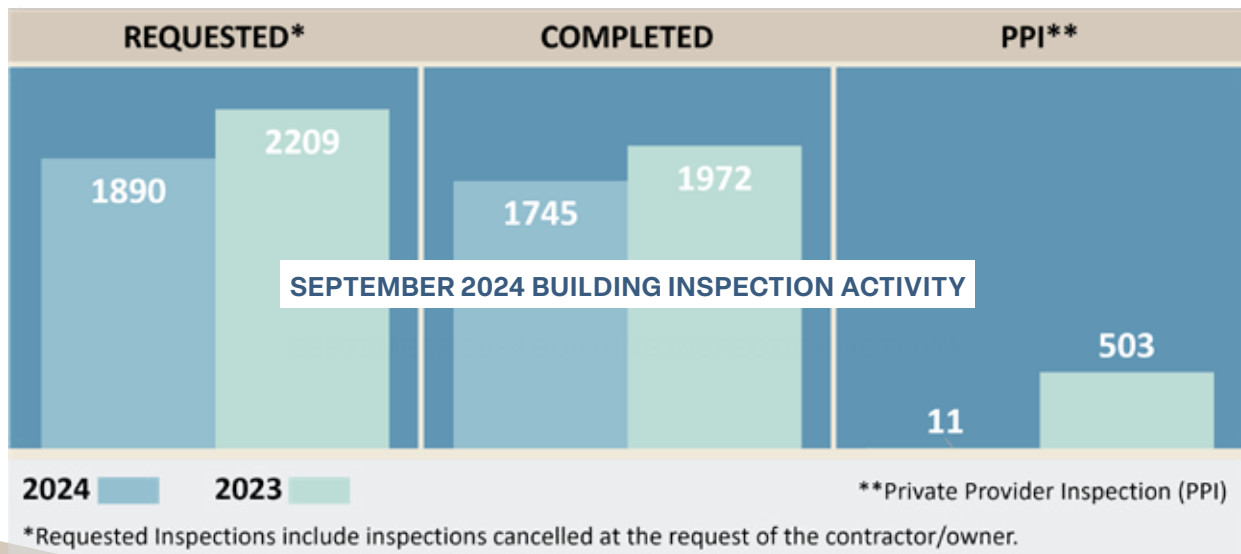
SEPTEMBER 2024 NEW CONSTRUCTION VALUES

\$1,400,000	NEW COMMERCIAL PERMITS
\$320,000	NEW SITEWORK PERMITS
\$12,444,439	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in September 2024 for New Construction



SEPTEMBER 2024 BUILDING PERMIT ACTIVITY



SEPTEMBER 2024 BUILDING INSPECTION ACTIVITY

**Private Provider Inspection (PPI)

*Requested Inspections include inspections cancelled at the request of the contractor/owner.



Sunrise Theatre's New Enhancements

The Sunrise Theatre is beyond thrilled to officially announce the installation of additional handrails in the main lobby and the new digital projector for the main stage, both provided by the Sunrise Theatre Foundation. This is a huge milestone as both were a dire need for the patrons and the theatre in general.

The Board of Directors of the Sunrise Theatre Foundation is a group of volunteers who share the vision of promoting live theater for the Treasure Coast youth and the Sunrise Theatre. "Our goal is to bring the theatre experience of the performing arts to children of the Treasure Coast and to support improvements which will enhance the Theatre to fulfill its purpose in the Treasure Coast."

STAIRWAY TO HEAVEN PROJECT

What started as an idea from the volunteer usher corps at the Sunrise Theatre has become a reality, thanks to the Sunrise Theatre Foundation and its many friends and donors. The lobby staircase now has additional handrails to assist patrons' entrance into the main theatre.

Long-time usher and unofficial Sunrise Theatre historian, Tony Lalli, noticed that the wide staircases leading into the Theatre's main stage presented challenges to ticket holders entering the facility. He presented his idea of adding additional handrails to both the Sunrise Theatre Advisory Board and the Sunrise Theatre Foundation as a safety measure that was needed. The Foundation listened and responded to the call, deciding to take this on as their first project to enhance the Theatre's infrastructure.

The Foundation wished to honor past Executive Director of the Theatre, John Wilkes. Code named "Stairway to Heaven", fundraising activities commenced quickly with many long-term theatre supporters contributing to the cause. With the support of Mr. Wilkes' family and Theatre supporters like Donna and Tom Regan, the project really took off. In the Fall of 2023, the Foundation had reached its financial goal to complete the project. With the help of Lost Fabrication and under the direction of the Theatre's Technical Director, Holland Ryan, the project was completed in

September 2024, in time for the 2024/25 Theatre season.

Acting Director of the Theatre, Marisa Quijano said: "The handrails came out great. They look like they've been there all along."

THE DIGITAL PROJECTOR

The evolution of technology has profoundly transformed the performing arts landscape, making it crucial for venues like the Sunrise Theatre to stay ahead of the curve. Today's performances are not just about the music or the acting; they are immersive experiences that incorporate stunning visuals, graphics, and videos that elevate the audience's engagement. As artists seek to deliver unforgettable performances, they demand high-definition video projectors to enhance their shows. Unfortunately, the Sunrise Theatre has been relying on outdated projection technology, which falls short of these expectations. This gap forces the Theatre to incur substantial costs by renting high-definition equipment at \$7,000 per show, a financial burden that impacts our ability to provide quality cultural events. By investing in state-of-the-art video projectors, we can attract top-tier talent, enrich the performing arts experience for our community, and ensure that every show is a memorable event.

The collaborative efforts between the Theatre management and the Foundation have culminated in an exciting advancement for our community, as discussions regarding an upgraded video system have spanned several years. Thanks to the incredible support from our community, highlighted by several successful fundraising events and a generous seed donation from the Michael Brown Family, the Foundation is thrilled to

announce the acquisition of a state-of-the-art Vivitek Laser Projector for the Theatre's use. This significant upgrade promises to enhance the performing arts experience for the Theatre's patrons, bringing a new level of vibrancy and clarity to our productions. It represents not only a commitment to improving our facilities but also aligns perfectly with the Foundation's mission to foster accessibility and arts education within the Treasure Coast community. We invite families and community members to join us on this transformative journey, as together we strengthen our community's voice and commitment to the arts.

Our innovative collaboration with Technical Director Holland Ryan, has led to the successful acquisition of a cutting-edge digital projector from Illuminate Production Services, a local gem here in Fort Pierce, Florida. This high-tech marvel, first showcased during the unforgettable performance by the legendary Beach Boys, promises to elevate the quality of our productions and enrich the cultural experiences. Just imagine the excitement of having more top-flight acts gracing the Sunrise Theatre stage, all while saving tens of thousands of dollars in rental fees each year! These savings will not only help us reach the Theatre's financial goals but also pave the way for our next ambitious project: replacing the outside marquee with stunning high-definition digital screens that will keep our community informed about upcoming events. We invite you to join us in supporting the Foundation's ongoing initiatives, fostering a vibrant sense of community and commitment to the arts among families, donors, and volunteers in Fort Pierce. Together, let's ensure that the performing arts continue to thrive in our beloved Treasure Coast!



Indian Hills Golf Course

Things are definitely looking up for The Hills! We're on pace to record our best revenue for October ever! With the new golf carts, much-improved playing conditions, an enhanced fertilization and insecticide program, and fantastic weather, we're in the best shape we've been in years!

As we head toward the end of October, the weather has been fantastic, and we hope this trend continues into late November. To grow Bermuda Grass, daily temperatures need to total 140 degrees, combining the daytime highs and evening lows. For example, if the high is 75°F and the low is 55°F, while it may be a beautiful day, it doesn't support grass growth. Several days or weeks of such weather, combined with golf cart traffic, can stress the turfgrass. Fairways and rough areas get compacted and hard, which may make the ball roll farther off the tee but also results in tighter lies that make it challenging to get the ball airborne. This is why we eagerly anticipate

even a few extra weeks of daytime highs in the low to mid-80s. The longer the weather remains conducive to growing grass in the fall, the better our course will be come spring!

The sign-up sheet is now available in the Golf Shop for our annual "Turkey Shootout," held on Thanksgiving morning. This event is always a lot of fun and very well attended! You may register as a single, twosome, or foursome, but be sure to sign up soon as spots fill up fast! The cost is \$35 per player and includes continental breakfast, range balls, golf fees, prizes, and a \$2 donation per player to the Treasure Coast Food Bank.

Thank you to all our members and guests for your continued support. Please "Like" and "Follow Us" on [Facebook](#) and [Instagram](#) to get nearly daily updates on the golf course and our ongoing maintenance projects.



MONTHLY SALES REPORT		AUGUST 2024	SEPTEMBER 2024
	Golf Rounds	2776	2502
	Golf Fees	\$69,083.13	\$56,063.79
	Range Tokens	\$1,876.42	\$946.12
	Membership Fees	\$490.00	\$798.69
	Food & Beverages	\$7,859.60	\$8,296.40
	Merchandise	\$3,216.45	\$3,829.48
	TOTAL	\$82,525.60	\$69,934.48



Recreation Programs Update

The Fort Pierce FireHawks Football and Cheer Program is flourishing, featuring an impressive lineup of 9 football teams including:

- 1 team for ages 6 and under
- 2 teams for ages 8 and under
- 2 teams for ages 10 and under
- 1 team for ages 11 and under
- 1 team for ages 12 and under
- 2 teams for ages 14 and under

Additionally, we have 5 cheer teams supporting age groups 6U, 8U, 10U, 12U, and 14U, bringing together over 300 enthusiastic participants between the ages of 4 and 14. We are also thrilled to share that all our football teams are advancing to the conference playoffs, kicking off on November 2nd.

During our recent homecoming weekend,



our football and cheer teams proudly showed their support for Breast Cancer Awareness. Some teams wore pink uniforms, while others chose pink socks, making a powerful statement in recognition of this important cause.

Our cheerleaders recently showcased their skills at the Pop Warner Cheer Competition held at Hidden Oaks Middle School on October 6th. They have two more competitions lined up this season: November 16th at Sportsman's Park and December 7th at Merritt Island High School.

On behalf of the Leisure Services Division, we extend our sincere appreciation to all our volunteers, including coaches, team moms, and support staff, for their unwavering dedication and hard work. Your

contributions make a lasting impact and are truly valued!

Leisure Services also offers a Martial Arts program for children aged 4 to 17, with 26 participants currently enrolled. Classes take place every Monday and Thursday from 5:30 PM to 7:30 PM. Looking ahead, registration for the upcoming basketball season will begin in January 2025, with the season set to commence in March 2025 and run for 8 weeks. For further information about the City of Fort Pierce FireHawks Youth Football and Cheer Program or other youth initiatives, please visit our website at www.cityoffortpierce.com or contact Leisure Services at 772-882-9402. Together, we are building a strong community through sports and teamwork!



Ohio Avenue (US Hwy 1 to 11th Street)

Phase 1 (Sunrise to 11th Street) remaining work includes the last lift of asphalt and final striping.

Phase 2 (US Hwy 1 to Sunrise) - remaining work includes final lift of asphalt, striping/ signing, landscaping and irrigation. Final construction completion mid-November 2024.



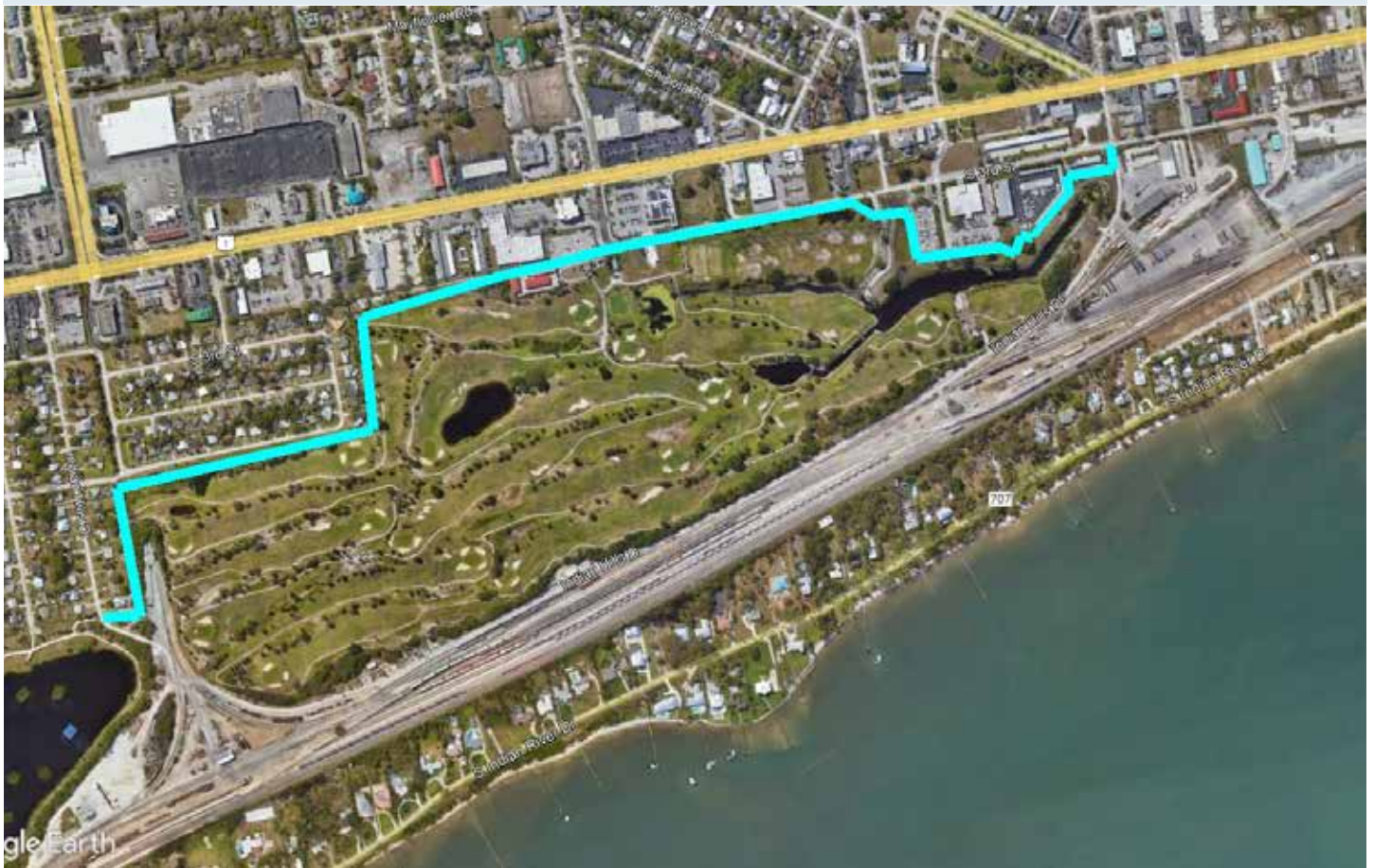
Phase 2 Lighting



Phase 2 Construction

SUN Trail Highwayman Trail Gap (Indian Hills Drive to Georgia Avenue)

The City is currently negotiating with the contractor for the contract. A Recommendation to Award is in progress. The current construction agreement provides \$1,200,000. Staff has requested \$862,000 in additional funding from FDOT, this funding is shown in the FY 2025 needs. An agreement will be provided by March. Staff is coordinating with the property owner at 810 S 3rd Street to amend the existing easement to accommodate the trail. After extensive coordination with FEC, the City is considering holding off about 700-800 ft of the original trail and connect with Hills Court near Virginia Avenue. The intent is to further investigate coordination with the FEC, but still allow the contractor to complete the majority of the trail.



SUN Trail Historic Downtown Retrofit (Georgia Avenue to North A1A)

In 2021, the City was awarded FDOT funding for the design of the Historic Downtown Retrofit Trail (SUN Trail). Design began and was put on hold in April of 2022 due to potential conflicts along the alignment and Right-of-Way needs in the area. In April of 2024 the City developed a revised alignment and has requested the consultant revive their design. While the construction is not yet funded, the City is proceeding with the design anticipating construction funding in the future.

Historic Downtown Retrofit

SUN Trail



Nebraska Avenue Sidewalk (Lawnwood Circle) Phase 1

The City is coordinating with FDOT on the submittals and requirements of the Transportation Alternatives Program (TAP) Grant and Local Agency Program (LAP) Certifications for the City to administer the project. Engineering received comments on the LAP Certification submittal and is coordinating with the City Attorney and Risk Management to have ADA language added to the City's website. The City provided the draft NEPA Categorical Exclusion document to FDOT on August 29, 2024 and the Initial Plan submittal on October 7, 2024. We are awaiting FDOT comments.

Frances Avenue Roadway Improvements

PRP Construction Group, LLC construction contract was approved at the October 7th City Commission meeting. A pre-construction meeting was held on Tuesday, October 29th. The work associated with this roadway improvement project includes drainage improvements, water main installation, utility adjustments and roadway restoration.

Comprehensive Safety Action Plan

The City has received \$240,000 in federal funding from the Safe Streets and Roads For All Program (SS4A) to develop a Comprehensive Safety Action Plan. This plan will identify and prioritize low-cost safety improvements throughout the City. A project website has been made public and allows citizens to view the current state of the Plan and to provide survey information. The first public meeting was held October 16, 2024 at the Riverwalk Center. A Stakeholder meeting was planned for October 30, 2024. Additional public meetings are planned for December.

Avenue D (US Hwy 1 to Indian River Drive)

On October 15, staff provided information on the expired Supplemental Agreements to the consultant. The consultant is preparing a new proposal to complete the design.

Former JC Penney Parking Lot

The contractor has begun with DPCR permit applications and a Purchase Order has been issued.

Avenue D and Means Court Public Parking Lot

Awaiting receipt of executed contract with the low bidder, Close Construction Services, so a Notice to Proceed may be issued. Construction commencement is anticipated for December 2024.

**11th Street
(Boston Avenue to Orange Avenue)**

This project includes improvements to Boston Avenue from 13th Street to 10th Street and Preston Court from Boston Avenue to Delaware Avenue. The 100% design plans have been received and are under review.

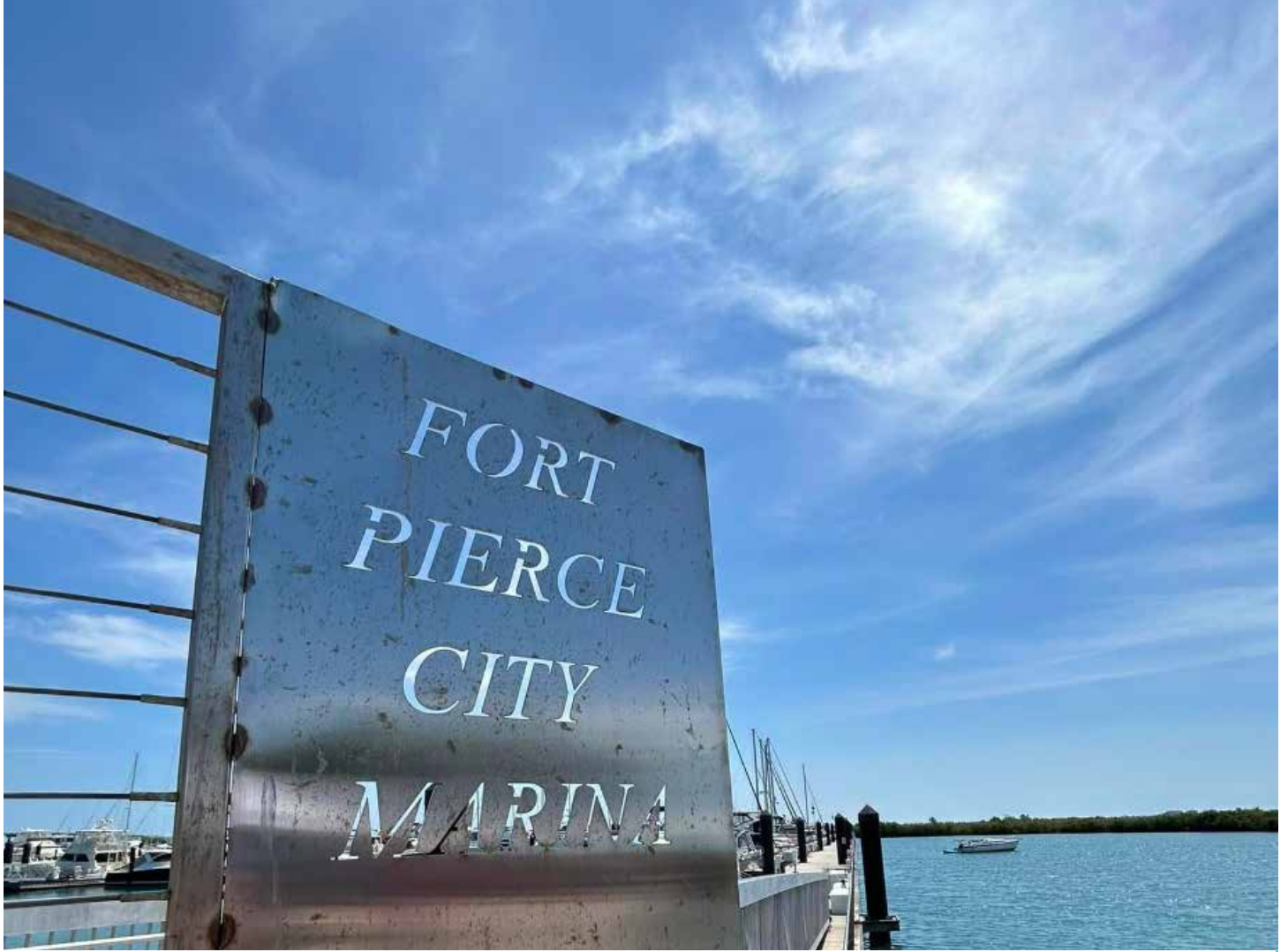
**13th Street Phase 2
(Georgia Avenue to Orange Avenue)**

The City has been notified that the \$2 Million Grant from the State was not approved, funding for the construction of this segment has yet to be identified. The 100% plans were received from the consultant on October 4 and are currently in review.

2024 Street Resurfacing Program

The City has identified 2.1 miles of resurfacing for FY 2024. The table below indicates the streets included. Work on the ADA Ramps within the limits of these streets is underway and milling work has begun. Currently, the schedule is for the milling and resurfacing is to be complete by November 4, 2024.

STREET	FROM	TO
32nd Street	Delaware Avenue	Moore's Creek
31st Street	Okeechobee Road	Nebraska Avenue
Avenue E	29th Street	25th Street
Avenue F	29th Street	25th Street
Avenue G	29th Street	25th Street
Citrus Avenue	33rd Street	29th Street
Florida Avenue	17th Street	13th Street
Pennsylvania Avenue	11th Street	Sunrise Boulevard
Quincy Avenue	25th Street	23rd Street
Parkway Drive	3rd Street	US 1
Wisteria Avenue	Hills Court	East End



CITY MARINA REVENUE REPORT

	JULY	AUGUST	SEPTEMBER
Dockage Reservations	92	59	40
Monthly Dockage	\$178,680.83	\$165,048.48	\$157,324.62
Transient Dockage	\$59,081.34	\$47,439.64	\$48,669.08
Electricity	\$4,398.82	\$3,759.70	\$4,200.97
Retail	\$18,554.44	\$12,086.51	\$9,891.08
Gas Sales	\$92,279.76	\$45,723.49	\$30,674.16
Diesel Sales	\$51,146.62	\$29,556.57	\$12,599.60
TOTALS	\$429,292.90	\$303,614.39	\$263,359.51



Fort Pierce Animal Adoption Center Makes a M.A.R.C.C.

The Fort Pierce Animal Adoption Center (FPAAC) staff made a memorable visit to the MARCC Academy, Inc. for their “Making a M.A.R.C.C. Monday.” Led by Operations Manager Summer Rulapaugh including Kennel Manager Denver Schoeder, Animal Care Techs Kayla Phillips, and Amber Barnett, FPAAC had the honor of being the very first “Spotlight Organization!”

A “Spotlight Organization” is selected from the community to give teens a glimpse into the incredible services they offer, introduce them to a service recipient, and provide a hands-on volunteer opportunity. FPAAC’s adorable “recipients of service” were pups Elsa, Otter, Leo, and Raven, who brought lots of smiles and wagging tails to the academy!

Summer shared inspiring stories about what it’s like to work in an open-admission shelter, discussing the incredible volunteer opportunities available to make a difference. Her passionate account of the daily challenges and triumphs in animal welfare deeply resonated with the members. The MARCC Academy was moved, saying, “It was beautiful to hear about the empathy, support, and education they provide.”

Summer summed it up best when she explained why education and compassion are key to FPAAC’s mission: “People don’t do better simply because they don’t know better. It’s our job to teach them and help them learn.”

The FPAAC team also introduced the students to various career paths in animal care, providing actionable steps and offering their personal support to the next generation of animal advocates. All of this, paired with the joy of puppy love, made for an unforgettable evening!

Planning Determinations

Municipal Limits Extended

The City Commission approved the following annexations, which extended the city's municipal limits:

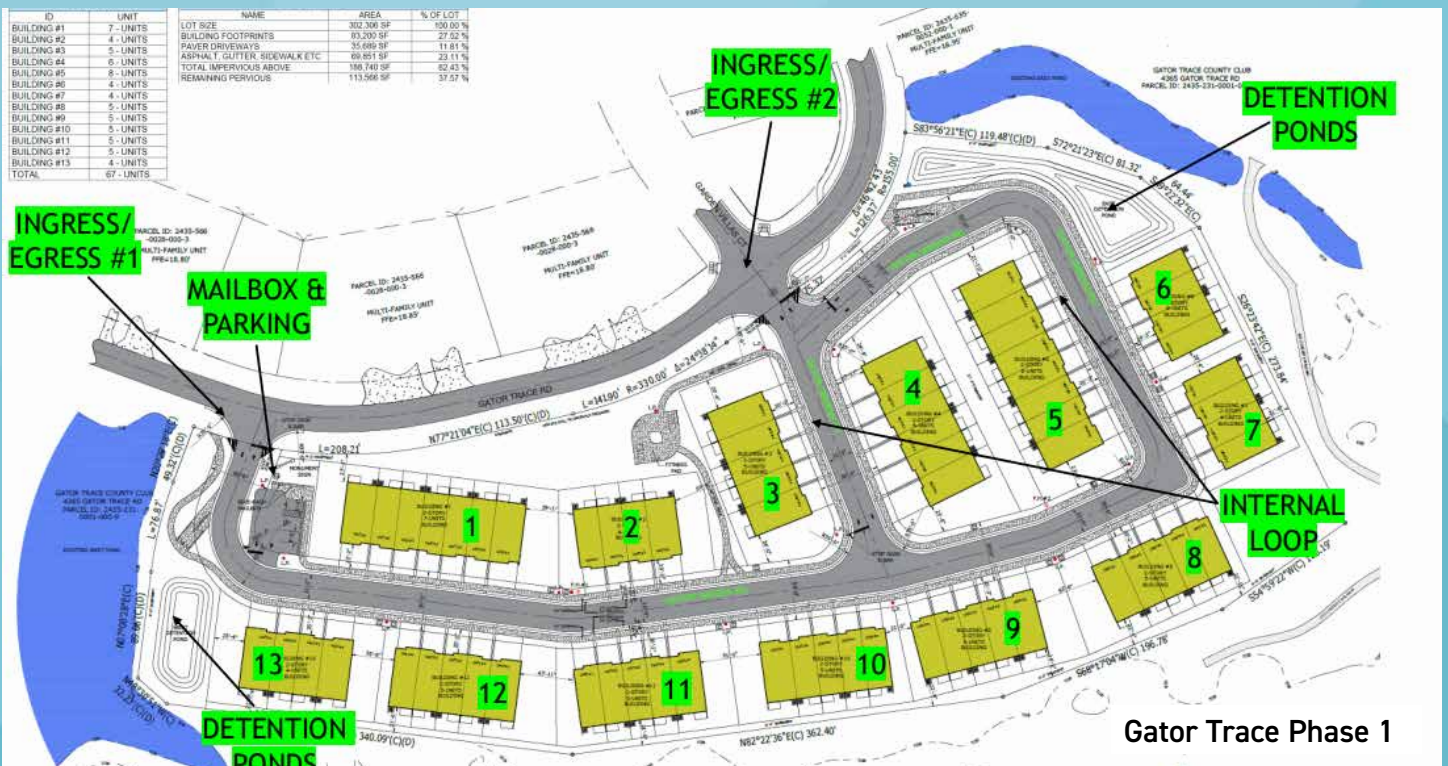
A voluntary application for annexation was approved on behalf of Savannah Landing Partners LLC. The two parcels (total 7.5 Acres), located at or near the intersection of S. US Highway 1 and Dickson Drive had a County Future Land Use designation of Residential High (RH) and a County Zoning classification of Residential, Multi-family (RM-11). The properties were annexed into the City with Future Land Use designation of Residential High (RH) and Zoning classification of High Residential Density (R-5).

A voluntary application was approved on behalf of the owner Jason Merritt. The two parcels (total 2.15 Acres), located at 1835 Sandridge Rd. and 1839 Sandridge Rd. The subject properties had a County Future Land Use designation of Commercial (COM) and a County Zoning designation of Commercial General (CG). The properties were annexed into the City with a proposed City Future Land Use designation of General Commercial (GC) and Zoning designation of General Commercial (C-3).

A Final Plat for Phase 1 of the Gator Trace PD - The Gator Trace on The Greens project, to subdivide approximately 6.94 acres into sixty-seven (67) platted townhome lots, two (2) Road Tracts, two (2) Stormwater Tracts, one (1) Open Space Tract, one (1) Recreation Tract, and associated easements and buffer, was approved by City Commission.



Gator Trace Phase 1



Gator Trace Phase 1

September 2024 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Rental Housing Complaint	1	0	0.0	0.0	-	-	-	-
Unpermitted Construction Activity	-	-	-	-	1	1	0.0	0.0
Unsafe Structure	-	-	-	-	1	1	0.0	8.1
Abandoned Vehicle	1	0	7.8	0.0	4	1	14.0	0.2
Animal Control	1	0	0.6	0.0	-	-	-	-
General	2	0	16.9	0.0	6	1	2.4	0.0
Outside Storage/Junk/Trash	1	1	19.2	19.2	1	0	1.5	0.0
Tall Grass/Overgrown Landscaping	5	1	12.6	13.2	4	0	11.3	0.0
Erosion and Sediment Control Issues	-	-	-	-	1	0	0.0	0.0
Roadway Construction	-	-	-	-	1	0	0.0	0.0
Traffic Signal	-	-	-	-	1	0	0.0	0.0
Parks and Playgrounds	-	-	-	-	4	1	0.5	2.0
Pothole	2	0	0.2	0.0	2	1	1.4	0.3
Streetlight	-	-	-	-	1	1	0.0	0.0
Street Sign	-	-	-	-	1	0	0.6	0.0
Trash and Recycling	7	7	1.0	1.6	-	-	-	-
Trees	1	1	0.2	2.4	-	-	-	-
TOTALS	21	13	4.5	6.6	31	10	4.7	1.4

DTA - Days to Acknowledgement DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts:
<https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Districts-Map-2022>

	BUILDING DEPARTMENT
	COMMUNITY RESPONSE
	ENGINEERING DEPARTMENT
	PUBLIC WORKS

7 BREW'S COFFEE WITH A COP EVENT

On Thursday, October 3, 2024, the Fort Pierce Police Department's Community Engagement Unit teamed up with the fantastic "7 Brew Crew" for their "Coffee with a Cop" event. Their team's energy and speed were incredible! Our officers assisted in taking orders and serving thirsty customers, taking a few moments to interact and engage with drivers as they passed through the drive-thru lines.

The Fort Pierce Police Department extends their heartfelt thanks to 7 Brew Coffee for the invitation to this event—it was truly a fun experience!



River Walk Center Sales Report - September 2024



UPCOMING EVENTS *November*

EVERY WED | **Green Market**
Marina Square | 12:00 PM-6:30 PM

EVERY SAT | **Downtown Farmers Market**
Marina Square | 8:00 AM-12:00 PM

EVERY SAT | **Jazz Market**
Marina Square | 8:00 AM-1:00 PM

[FRI] **1** | **Friday Fest**
Marina Square | 5:00 PM-9:00 PM

[SAT] **2** | **Jaycee Park**
Playground Dedication | 10:00 AM-12:00 PM

[SUN] **3** | **Lee's Luck Duck Race**
Marina Square | 1:00 PM-5:00 PM



www.cityoffortpierce.com | 772.467.3000



CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."

Acting City Manager's Purchase Order Approvals between \$10,000 to \$50,000 from October 1, 2024 to October 31, 2024

Department	Vendor Name	Description	Total Amount	Budget Code	Fund Description
ANIMAL CENTER	VCA TRI-COUNTY	Veterinary Services - Sick/Well Visits	\$10,000.00	4074700-531820 PROFESSIONAL SVC/VET MISC	ANIMAL SHELTER
ANIMAL CENTER	VCA TRI-COUNTY	Veterinary Services - Dog Sterilizations	\$10,000.00	4074700-531810 PROFESSIONAL SVC/VET STERILIZ	ANIMAL SHELTER
ANIMAL CENTER	VCA TRI-COUNTY	Veterinary Services - Cat Sterilizations	\$10,000.00	4074700-531810 PROFESSIONAL SVC/VET STERILIZ	ANIMAL SHELTER
ANIMAL CENTER	VCA TRI-COUNTY	Veterinary Services - Med/Rx	\$10,000.00	4074700-552230 OPERATING SUPPLIES/MED/RX	ANIMAL SHELTER
ANIMAL CENTER	COVETRUS NORTH AMERICA	Med/Rx	\$10,000.00	4074700-552230 OPERATING SUPPLIES/MED/RX	ANIMAL SHELTER
ANIMAL CENTER	CARING FIELDS FELINES,	Sterillization Surgeries	\$10,000.00	4074700-531810 PROFESSIONAL SVC/VET STERILIZ	ANIMAL SHELTER
ANIMAL CENTER	HSTC, INC.	Sterillization Surgeries	\$10,000.00	4074700-531810 PROFESSIONAL SVC/VET STERILIZ	ANIMAL SHELTER
ANIMAL CENTER	MWI ANIMAL HEALTH	Animal Health Supplies	\$17,000.00	4074700-552230 OPERATING SUPPLIES/MED/RX	ANIMAL SHELTER
ANIMAL CENTER	HILL'S PET NUTRITION	Animal Supplies - Food	\$20,000.00	4074700-552220 OPERATING SUPPLIES/ANIMAL SU	ANIMAL SHELTER
BUILDING	NORTH PALM CLEANING SOLUTIONS LLC	Janitorial Services for Building Department	\$19,200.00	4202902-534900 CONTRACTUAL SVC/MSC CONT FEE	BUILDING
CODE ENFORCEMENT	GONE FISHING LANDSCAPING & MORE LLC	Annual Nuisance Abatement & Lot Clearing Services	\$25,000.00	0012903-552530 OPERATING SUPPLIES/CLEAN&SAF	CODE ENFORCEMENT
CODE ENFORCEMENT	MOW 4 LESS LLC	Annual Nuisance Abatement & Lot Clearing Services	\$25,000.00	0012903-552530 OPERATING SUPPLIES/CLEAN&SAF	CODE ENFORCEMENT
ENGINEERING	BROTHERS CONSTRUCTION, INC.	Jaycee Park Floating Docks Emergency Repairs	\$49,999.00	1111111-534900 CONTRACTUAL SVC/MSC CONT FEE	PARK IMPACT FEES
ENGINEERING	ECONOLITE SYSTEMS, INC.	Time and Materials Traffic Signal Maintenance Svcs	\$50,000.00	0014400-534900 CONTRACTUAL SVC/MSC CONT FEE	ENGINEERING
GOLF - MAINTENANCE	FLORIDA SUPERIOR SAND, INC	Sand and Turf Supplies	\$10,000.00	4054502-552430 OPERATING SUPPLIES/SAND/TURF	GOLF COURSE MAINT
GOLF - RESTAURANT	J.J. TAYLOR DISTRIBUTING FLORIDA	Beer for Resale in Golf Shop	\$12,000.00	4054503-549320 OTHER CURRENT CHR/PGAGE GDS	GOLF RESTAURANT
GOLF - RESTAURANT	SOUTHERN EAGLE DISTRIBUTING	Beer for Resale in Golf Shop	\$14,000.00	4054503-549320 OTHER CURRENT CHR/PGAGE GDS	GOLF RESTAURANT
POLICE - STAFF	DATA443 RISK MITIGATION, INC.	Arc Mail Defender Annual Renewal	\$10,000.00	0013002-546750 REPAIR & MAINTEN/SOFTWARE	POLICE SUPPORT
POLICE - STAFF	DOWNTOWN STORAGE CENTER LLC	Annual PO - Rental of Storage Units	\$10,800.00	0013002-544100 RENTALS & LEASES/EQUIP RENT	POLICE SUPPORT
POLICE - STAFF	GARRY L. EDWARDS, ED.D, PA	PRE EMPLOYMENT & FIT FOR DUTY PSYCHOLOGICAL EVALS	\$12,375.00	0013002-531300 PROFESSIONAL SVC/PROFESS SVC	POLICE SUPPORT
POLICE - STAFF	DELL MARKETING, L.P.	Annual Purchase Order for Netmotion	\$18,000.00	0013002-546750 REPAIR & MAINTEN/SOFTWARE	POLICE SUPPORT
POLICE - STAFF	VCA TRI-COUNTY ANIMAL HOSPITAL	Heath Care and Food for Department K-9's	\$20,000.00	0013002-552200 OPERATING SUPPLIES/K-9 OPER	POLICE SUPPORT
POLICE - STAFF	STAPLES ADVANTAGE	VISA PAY -Office Supplies for the Police Departmen	\$23,500.00	0013002-551100 OFFICE SUPPLIES/OFFICE SUPP	POLICE SUPPORT
POLICE - STAFF	FISHER SCIENTIFIC COMPANY LLC	ThermoFisher Tru Narc	\$35,050.00	1013005-564100 EQUIPMENT & MACHINERY/OFFICE	POLICE GRANT FUND
POLICE - STAFF	GL DISTRIBUTORS	Blanket Purchase Order for Body Armor	\$35,900.00	1013005-552500 OPERATING SUPPLIES/UNIFORMS	POLICE GRANT FUND
PW - FACILITIES MAINTENANCE	FIRE EQUIPMENT SYSTEMS OF FLORIDA	FIRE ALARM MONITORING CITY-WIDE FY 25	\$12,000.00	0014004-534900 CONTRACTUAL SVC/MSC CONT FEE	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	PYE-BARKER FIRE & SAFETY INC.	FIRE EXTINGUISHER MAINTENANCE CITY-WIDE FY 25	\$12,500.00	0014004-534900 CONTRACTUAL SVC/MSC CONT FEE	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	VETERAN FIRE SERVICES, INC.	FIRE SPRINKLER INSPECTIONS CITY-WIDE FY 25	\$12,500.00	0014004-534900 CONTRACTUAL SVC/MSC CONT FEE	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	NEWMANS POWER SYSTEMS	GENERATOR MAINTENANCE/INSPECTIONS FY 25	\$12,500.00	0014004-534900 CONTRACTUAL SVC/MSC CONT FEE	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	CITY ELECTRIC SUPPLY CO.	MISC ELECTRICAL SUPPLIES FY 25	\$15,000.00	0014004-546200 REPAIR & MAINTEN/BLDG SUPP	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	HOLIDAY OUTDOOR DECOR	HOLIDAY TREE DECOR DOWNTOWN	\$17,682.00	0016000-583940 COMMUNITY SPONSOR/XMAS DECO	ADMINISTRATIVE
PW - FACILITIES MAINTENANCE	ROOTER ONE	MISC PLUMBING REPAIRS CITY-WIDE	\$25,000.00	0014004-546200 REPAIR & MAINTEN/BLDG SUPP	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	EAST COAST LUMBER	MISC PAINT AND BUILDING SUPPLIES FY 24 VISA PAY	\$25,000.00	0014004-546200 REPAIR & MAINTEN/BLDG SUPP	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	VERO CHEMICAL DISTRIBUTOR	MISC JANITORIAL SUPPLIES CITY-WIDE FY 25	\$25,000.00	0014004-552300 OPERATING SUPPLIES/CLEANING	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	GRIMES HEATING & AIR CONDITIONING	COMMERCIAL A/C PARTS & REPAIRS CITY-WIDE FY 25	\$35,000.00	0014004-534900 CONTRACTUAL SVC/MSC CONT FEE	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	TAILOR GROUP, THE LLC	CITY-WIDE PUBLIC RESTROOM CLEANING FY 25	\$50,000.00	0014004-534900 CONTRACTUAL SVC/MSC CONT FEE	FACILITIES MAINTENANCE
PW - PARKS AND GROUNDS	HIGH PERFORMANCE MOWCHINES	Parks horticultural parts and supplies	\$12,000.00	0014005-552410 OPERATING SUPPLIES/HORTICULT	PARKS & GROUNDS

Acting City Manager's Purchase Order Approvals between \$10,000 to \$50,000 from October 1, 2024 to October 31, 2024

Department	Vendor Name	Description	Total Amount	Budget Code	Fund Description
PW - PARKS AND GROUNDS	HORIZON DISTRIBUTORS, INC.	LANDSCAPE PRODUCTS AND SERVICES CITY-WIDE FY 25	\$12,500.00	0014005-552320 OPERATING SUPPLIES/OTHER	PARKS & GROUNDS
PW - PARKS AND GROUNDS	CHANDLER EQUIPMENT OF THE	MISC HORTICULTURE TOOLS, SUPPLIES & EQUIPMENT	\$20,000.00	0014005-552410 OPERATING SUPPLIES/HORTICULT	PARKS & GROUNDS
SOLID WASTE	TURNER INDUSTRIAL SUPPLY	MISC HARDWARE, PARTS AND SUPPLIES	\$10,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SOLID WASTE	SOUTHERN SEWER EQUIPMENT SALES	LARGE VEHICLE/EQUIPMENT PARTS/SERVICES FY 25	\$10,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SOLID WASTE	FLORIDA DETROIT DIESEL-ALLISON	REFUSE TRUCK REPLACEMENT PARTS FY 25	\$10,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SOLID WASTE	YAVORSKY'S SERVICE, INC.	MISC SOLID WASTE TRUCK REPAIRS/DIAGNOSTICS FY 25	\$15,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SOLID WASTE	ALLIANCE WIRELESS TECHNOLOGIES INC	REFUSE TRUCK CAMERA MONTHLY MAINTENANCE	\$15,000.00	4024200-534900 CONTRACTUAL SVC/MSC CONT FEE	SOLID WASTE
SOLID WASTE	TOTAL TRUCK PARTS	SOLID WASTE TRUCK PARTS/SERVICES	\$15,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SOLID WASTE	THE PETERBUILT STORE-FORT PIERCE	MISC SOLID WASTE TRUCK PARTS & SERVICES FY 25	\$15,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SOLID WASTE	PETERSEN INDUSTRIES, INC.	REFUSE/LARGE TRUCK PARTS/SERVICES	\$25,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SOLID WASTE	RDK TRUCK SALES & SERVICES INC	EMERGENCY REFUSE TRUCK RENTALS FY 25	\$25,000.00	4024200-544100 RENTALS & LEASES/EQUIP RENT	SOLID WASTE
SOLID WASTE	SUNBELT HYDRAULICS & EQUIPMENT	SOLID WASTE HYDRAULIC PARTS/SERVICES FY 25	\$25,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SOLID WASTE	GT SUPPLIES, INC.	REFURBISHMENT OF CITY DUMPSTERS FY 25	\$45,000.00	4024200-534900 CONTRACTUAL SVC/MSC CONT FEE	SOLID WASTE
SOLID WASTE	NEXTRAN TRUCK CENTER	MISC SOLID WASTE TRUCK PARTS & SERVICES FY 25	\$50,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SUNRISE THEATRE	PREMIER BEVERAGE COMPANY, LLC	ALCOHOL RESALE ITEMS FOR SUNRISE THEATRE BAR	\$16,000.00	4064600-549320 OTHER CURRENT CHR/PGAGE GDS	SUNRISE THEATRE
SUNRISE THEATRE	GRIMES HEATING & AIR CONDITIONING	Contract for A/C Maintenance	\$20,000.00	4064600-534900 CONTRACTUAL SVC/MSC CONT FEE	SUNRISE THEATRE
SUNRISE THEATRE	SOUTHERN GLAZER'S OF FL	ALCOHOL RESALE ITEMS FOR SUNRISE THEATRE BAR	\$20,000.00	4064600-549320 OTHER CURRENT CHR/PGAGE GDS	SUNRISE THEATRE
SUNRISE THEATRE	GANNETT FL LOCALIQ #1084640	Newspaper Advertising	\$25,000.00	4064600-548100 PROMOTIONAL ACTI/ADVERTISING	SUNRISE THEATRE
SUNRISE THEATRE	MEDIA GIANT DESIGN	Web page Maintenance & google ad	\$25,000.00	4064600-534900 CONTRACTUAL SVC/MSC CONT FEE	SUNRISE THEATRE