

# CITY OF FORT PIERCE

## CITY COMMISSION AGENDA

Regular Meeting - Monday, December 16, 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** - Elder Ruben Mitchell with Victory and Praise Worship Center
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
  - a. Approval of the Minutes from the December 02, 2024 Regular Meeting
6. **PROCLAMATIONS**
  - a. Special Presentation of a Donation by Hibiscus Park Neighborhood Association
  - b. Dorothy Brennan Learn to Read St. Lucie County Proclamation
7. **LETTERS TO COMMISSION**
  - a. Email from AJ Alexio commending Building Department employees: Janice Espino, Tioka Wolfhagen, Danielle Goncalves, Frank Remling, and Anthony Jetmore, for going above and beyond to provide helpful and knowledgeable support.
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**

11. **CONSENT AGENDA**

- a. Approval and acceptance by the City of Fort Pierce for the Sub-award received from Indian River State College for \$95,444.00 to be used for the purchase of security cameras.
- b. Approval for a Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Agreement for a City of Fort Pierce Comprehensive Vulnerability Assessment (FDEP) Grant Agreement.
- c. Approval for a partnership between the Fort Pierce Animal Adoption Center and PetSmart Charities.

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. Presentation and Public Hearing of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER).

13. **CITY COMMISSION**

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:** 12/16/2024

**Re:** Approval of the Minutes from the December 02, 2024 Regular Meeting

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Approval of the Minutes from the December 02, 2024 Regular Meeting

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**Attachments**

12.02.2024 Regular Meeting

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**Form Review**

Form Started By: Latoya Ransom

Started On: 12/10/2024 09:50 AM

Final Approval Date: 12/10/2024

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, DECEMBER 02, 2024.

**1. CALL TO ORDER**

Mayor Hudson called the December 02, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

**2. OPENING PRAYER -** Devoshay Johnson, Deputy City Manager, EmPowered in Christ (E.P.I.C.) Ministries

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

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

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

**5. APPROVAL OF MINUTES**

- a. Approval of Minutes of the November 18, 2024 Regular Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes of the November 18, 2024 Regular Meeting.

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

Passed

**6. PROCLAMATIONS**

**7. LETTERS TO COMMISSION**

**8. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

Acting City Manager, Linda Cox pulled item 11a as it must be approved by Resolution. It will be added to the agenda of the upcoming meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner James Taylor to approve the agenda as amended

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

Passed

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

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No comments

**10. MISCELLANEOUS REPORTS**

**11. CONSENT AGENDA**

- a. Approval of the Affordable Housing Advisory Committee (AHAC) of the 2024 Program Year's final recommendations as required by the Florida Housing Corporation for Grantees receiving SHIP Funding.
- b. Approval of Agreement for Special Magistrate Services with Jamy Barreau - RFP No. 2024-028
- c. Approval of Agreement for Special Magistrate Services with Jennifer D. Peshke - RFP No. 2024-028
- d. Approval of the Memorandum of Understanding for the collaboration of FEMA, St. Lucie County and the City of Fort Pierce to carry out their respective roles and responsibilities with regarding non-financial Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program.
- e. Approval of the Safe Streets and Roads for All (SS4A) Grant Amendment to finalize programming dates.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve items 11b - 11d on the Consent Agenda.

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

Passed

**12. PUBLIC HEARINGS**

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- a. Legislative Hearing - Ordinance 24-040 - Review and approval for a Voluntary Annexation by applicant and owner Guillermo Claire, to extend the territorial limits of the City of Fort Pierce, Florida, to include two (2) parcels at or near the intersection of S. Ocean Drive and Blue Heron Blvd., establishing The request is to annex Parcel IDs: 2413-501-0176-000-6 and 2413-501-0288-000-3, located at or near the intersection of S. Ocean Drive and Blue Heron Blvd. - SECOND READING

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

ORDINANCE NO. 24-040

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR THE INTERSECTION OF S OCEAN DRIVE AND BLUE HERON BOULEVARD AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING DESIGNATION; ESTABLISHING LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Ordinance No 24-040.

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

Passed

- b. Legislative Hearing - Ordinance 24-043 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125, Zoning, Article VII, Supplementary Regulations, Division 1 - Generally, Section 125-314 Design Review, to provide for General Design Review updates and allow for architectural Design Standards, which shall be adopted by Resolution; providing for a severability clause, repealing all Ordinances or parts thereof in conflict, and providing an effective date. - SECOND READING.

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

ORDINANCE NO. 24-043

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE VII - SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125-314 – DESIGN REVIEW TO PROVIDE FOR GENERAL DESIGN REVIEW UPDATES AND ALLOW FOR ARCHITECTURAL DESIGN STANDARDS WHICH SHALL BE ADOPTED BY RESOLUTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Staff Presentation:

Kevin Freeman, Planning Director, presented the amending the Code of Ordinances of the City of Fort Pierce Chapter 125, Zoning, Article VII, Supplementary Regulations, Division 1 - Generally, Section 125-314 Design Review, to provide for general design review updates and allow for architectural design Standards, which shall be adopted by Resolution.

Questions of Staff:

The Commission commented on the addition of the prepackaged innovative features and inquired if utilities could be added, and if there had been communication with the Treasure Coast Builders Association.

Mr. Freeman commented on the addition of the prepackaged features, and that there would be liaising once the foundation has been set.

Mayor Hudson opened the public hearing.

Darryl Epps commented on the architectural designs presented.

Marjorie Harrel thanked Mr. Freeman for his work and commented on the signage.

Mayor Hudson closed the public hearing.

Mr. Freeman commented that the presented designs are not a mandate but recommends them.

Mayor Hudson clarified that this does not advocate a cookie-cutter style but innovation.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Ordinance No. 24-043.

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

Passed

### **13. CITY COMMISSION**

#### **a. Resolution 24-R57 Adoption of the Fort Pierce Architectural Design Standards**

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

#### **RESOLUTION NO. 24-R57**

**A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, ADOPTING ARCHITECTURAL DESIGN STANDARDS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.**

Kevin Freeman, Planning Director, explained that the Resolution formalizes the standards as part of the City code review.

The Commission inquired if changes could be made by the planning department.

Mr. Freeman explained the standards by reference booklet and the process of adoption ending with the Commission.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 24-R57.

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

Passed

- b. Resolution 24-R60 Appointing Clayton Colby Johnson to the City of Fort Pierce Planning Board as Mayor Hudson's appointee.

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

**RESOLUTION NO. 24-R60**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD; PROVIDING FOR AN EFFECTIVE DATE.**

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Resolution 24-R60.

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

Passed

**14. COMMENTS FROM THE PUBLIC**

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Darryl Epps

**15. COMMENTS FROM THE CITY MANAGER**

- a. Reports

Acting City Manager Linda Cox commented that the final draft of the legislative priorities will be presented at IRSC on December 16th, community clean up will take place Saturday, December 7th, Sunday, December 8th the Sights and Sound parade, the PCA with the FPUA will go from -3 to -150, thanked Audria Moore, the police department and public works for their hard work for the Thanksgiving meal distribution and recognized officer Damian Spots named Practitioner of the Year by the Florida Crime Prevention Association.

Records Management Coordinator, Tina Rel – No comments

City Attorney, Sara Hedges - No comments

**16. COMMENTS FROM THE COMMISSION**

Commissioner Taylor thanked Commissioner Jeremiah Johnson for his mentorship, Ms. Cox and her team for assisting with the onboarding process, Fort Pierce Sunrise Kiwanis, and Fort Pierce Main Street regarding the Sights and Sounds Parade.

Commissioner Gaines welcomed Commissioner Taylor, addressed Mr. Epps's noise complaint, City clean up, and the Florida League of Cities Legislative Policy Committee meeting this week.

Commissioner Broderick commented on the parade and attending the Florida League of Cities Legislative Policy Committee meeting this week.

Commissioner Johnson commented on the holiday season and the City and other

organizations' participation in ensuring its residents have a great season. The Alexander Toy Drive will take place on December 21st at the Percy Peak Gym from 10 a.m. until 2 p.m. and would like the police department detail regarding Mr. Epps's noise complaint, the demand for electric stations and annexations in the policy committee meeting, and thanked everyone who attended the swearing-in ceremony.

Ms. Cox commented that it is scheduled for the FPRA meeting on Tuesday at 5 p.m.

Mayor Hudson commented on Mr. Epps's noise complaint and how it could be resolved and attending the Florida League of Cities Policy Committee meeting.

## **17. ADJOURNMENT**

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ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

**City Commission Regular Meeting - 5:05 pm**

**6. a.**

**Meeting Date:** 12/16/2024

**Re:**

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**SUBJECT:**

Special Presentation of a Donation by Hibiscus Park Neighborhood Association

**SUMMARY:**

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

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**Form Review**

Form Started By: Tina Rel

Started On: 12/06/2024 01:33 PM

Final Approval Date: 12/06/2024

**City Commission Regular Meeting - 5:05 pm**

**6. b.**

**Meeting Date:** 12/16/2024

**Re:** Dorothy Brennan Learn to Read St. Lucie County Proclamation

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Dorothy Brennan Learn to Read St. Lucie County Proclamation

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**Attachments**

Dorothy Brennan

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**Form Review**

Form Started By: Latoya Ransom

Started On: 12/05/2024 01:26 PM

Final Approval Date: 12/05/2024



CITY OF FORT PIERCE, FLORIDA



PROCLAMATION

**WHEREAS,** In 1981 Fort Pierce resident Dorothy Brennan read a story in the local paper about a mother who nearly overdosed her beloved child because she couldn't read the label on a medicine bottle; and

**WHEREAS,** this inspiration then moved Dorothy Brennan to found Learn to Read St. Lucie County in 1983, a non-profit organization to serve those members of our community in need of literacy skills; and

**WHEREAS,** for over 40 years Dorothy worked to be the change she wanted to see in the world, and St. Lucie County is a better place because of her efforts and the inspiration she was to others to join her mission.; and

**WHEREAS,** Dorothy Brennan's dedication and passion for literacy comes from the belief that adults and families will thrive and succeed if they can read, write, and speak English, skills needed to solve problems encountered in daily life.; and

**WHEREAS,** Dorothy's memory continues to inspire the work of Learn to Read of St. Lucie County and countless lives have been touched by the magical gift of literacy and hope she shared.; and

**WHEREAS,** The St. Lucie County community recognizes the incredible contributions that Learn to Read of St. Lucie County has continued to provide to our residents; and

**WHEREAS,** We truly honor Dorothy Brennan's memory for her mission and passion which have accomplished so much more than most of us will ever be able to imagine.

**NOW, THEREFORE,** I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim December 10, 2024 as:

***Dorothy Brennan's Learn to Read St. Lucie County Day***

in the City of Fort Pierce in honor of her extraordinary contributions to literacy and her transformative impact on our community and encourage all citizens to reflect on her legacy and support initiatives that continue her work promoting literacy and education.

**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 16<sup>th</sup> day of December 2024.

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**MAYOR/COMMISSIONER**



**City Commission Regular Meeting - 5:05 pm**

**7. a.**

**Meeting Date:** 12/16/2024

**Re:** Email from AJ Alexio

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Email from AJ Alexio commending Building Department employees: Janice Espino, Tioka Wolfhagen, Danielle Goncalves, Frank Remling, and Anthony Jetmore, for going above and beyond to provide helpful and knowledgeable support.

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**Attachments**

Email

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**Form Review**

Form Started By: Jennifer Robinson

Started On: 12/09/2024 03:46 PM

**From:** Aj Aleixo <love2skydive@gmail.com>  
**Sent:** Wednesday, November 27, 2024 10:43 AM  
**To:** Shaun Coss <scoss@cityoffortpierce.com>

**Subject:** Kudos for jobs well done

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

I wanted to take a quick moment to tell you how GREAT a job your folks are doing. I know you probably already know all this but it needs to be said.

You have some fantastic people in your office. Normally City workers are NOT all that helpful or go the extra mile, but there are folks there that I hope will get the recognition they deserve.

"T" as she goes by at extension 3714 and Daniel her counter part, are truly wonderful people. They both always go the extra mile to help. They are fantastic at returning calls, answering questions, being super helpful to folks like me who know VERY little about permits, inspections, due dates for the inspections, etc. These folks are complete assets to your team and I hope you will acknowledge them and their efforts.

Then there are folks like Frank in Plumbing, who has on more than one occasion, gone way above and beyond to help someone who knows nothing about being an owner builder. A position I had to assume after being ripped off to the tune of more than \$150,000 by a company YOU should know about. Coast Life Pools, Craig and Stephanie Herlan, (owners) they have done very scandalous things and extorted money from us, (yes, I said extorted) only to never show up, not follow the designs laid out by engineering, admittedly stolen equipment from my property, damaged my property, on and on. Just thought you folks should know that THEY at Coast Life Pools should NEVER be allowed to conduct business in the city of Fort Pierce.

Legal action WILL be taken against them.

Anyway, back to your amazing folks, Another fantastic asset there is Anthony (Tony) Jetmore, who took my call even though he was not even really supposed to be working.

Janice Espino, who ALWAYS has gone above and beyond to help me even though she did not have to. She has been a huge help to me and I am grateful to ALL these amazing people. I would be absolutely LOST without them.

I am not even sure if all or some of those fine people are under your command, but they ALL need to be recognized for their outstanding performances. Please see to it that they all get some kind of Kudos somehow.

I appreciate your time today.

Please tell those folks THANK YOU on behalf of myself, A.J. Aleixo Permit # 23-1608 at 2008 Winding Creek Lane F.P 34981.

(707) 334-3569

They are all super stars!!

Gratefully yours,

A.J. Aleixo

**The Sky Is Not the Limit... "The Ground Is"**

**Down Under Dive Service**

**Proudly serving the Treasure Coast**

**City Commission Regular Meeting - 5:05 pm**

**11. a.**

**Meeting Date:** 12/16/2024

**Re:** Approval and Acceptance of Subaward from Indian River State College

**Submitted For:** Diane Hobley-Burney, Chief of Police, Police Department

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**SUBJECT:**

Approval and acceptance by the City of Fort Pierce for the Sub-award received from Indian River State College for \$95,444.00 to be used for the purchase of security cameras.

**SUMMARY:**

The Police Department has tentatively been awarded \$95,444.00 as a sub-recipient through Indian River State College (IRSC). IRSC was awarded a \$4M grant for their Blackburn Educational Building through the Florida Department of Economic Opportunity, Capital Projects Funds (CPF) Multi-Purpose Community Facilities Program (MPCF). This grant was written with proposals from the Police Department and the Fort Pierce Utilities Authority, both of which will be sub-recipients of the award. The Police Department submitted a proposal to purchase and have approximately twenty (20) security cameras installed in the area of the Blackburn Educational Building to improve public safety, reduce crime, enhance law enforcement effectiveness, and foster community engagement. The Fort Pierce Utilities Authority has agreed to install the cameras.

This grant does not require a match.

The documents have been submitted to the City Attorney's Office and have been approved for form and correctness.

**RECOMMENDATION:**

Staff recommends approval of the Sub-Recipient Commitment Form and the FDP Cost Reimbursement Sub-award.

**ALTERNATIVES:**

Do not approve the sub-recipient award; subsequently, funds will not be awarded.

**RESPONSIBLE STAFF:**

Jason Braun, Captain

**COORDINATED WITH:**

Jason Braun, Captain

Melissa Alexander, Grant Coordinator

Cindy Bruin, IRSC Executive Director of Grants & Sponsored Programs

Jason Mittler, FPUA Manager

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## Fiscal Impact

**Budgeted Y/N:** Y  
**Fiscal Year:** 2025  
**Account:** 1013005.5664100  
**Amount:** 95,444.00

### FISCAL IMPACT:

This grant was included in the Police Grants Fund for capital purchases.

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## Attachments

IRSC Subrecipient Commitment Form for Signature  
FDP Cost Reimbursement Subaward for Signature  
RLS Memo from City Attorney's Office  
IRSC Project Executive Summary  
MPCF Scope of Work

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## Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	12/05/2024 01:01 AM
City Manager	Linda Cox	12/05/2024 09:26 AM
Form Started By: Melissa Alexander		Started On: 11/26/2024 10:09 AM
Final Approval Date: 12/05/2024		



Indian River State College  
Research & Institutional Effectiveness  
3209 Virginia Avenue  
Fort Pierce, FL 34981-5596  
Phone: (772)462-7261; [cbruin@irsc.edu](mailto:cbruin@irsc.edu)  
Attn: Grants & Sponsored Programs

## SUBRECIPIENT COMMITMENT FORM

### 1. Project Information

**Proposal Number:** \_\_\_\_\_

**(a) Lead PI:** \_\_\_\_\_ **(b) Proposed Project Period:** \_\_\_\_\_

**(c) Agency Sponsor:** \_\_\_\_\_

**(d) Proposed Total Project Cost:** \_\_\_\_\_

**(e) Proposal Title:** \_\_\_\_\_

### II. Subrecipient Information

**(a) Subrecipient Organization:** \_\_\_\_\_

**(b) Subrecipient PI:** \_\_\_\_\_

**(c) Subrecipient's UEI No:** \_\_\_\_\_ **Subrecipient's EIN:** \_\_\_\_\_

**(d) Congressional District of Subrecipient:** \_\_\_\_\_

**(e) Congressional District (site):** \_\_\_\_\_

**(f) Registered in SAMS? Yes No Expiration Date:** \_\_\_\_\_

### III. Documentation

**(a)** Statement of Work

**(b)** Budget and Budget Justification, in agency-required format, i.e. R&R Subaward Budget forms (please include Negotiated Cost Rate Agreement if charging indirect)

**(c)** This Subrecipient Commitment Form, completed and signed by the Authorized Organizational Representative

**(d)** Letter of Commitment/Support on letterhead



#### IV. Certifications

(a) Conflict of Interest

Not applicable

**(b) Facilities & Administrative (F&A) Rates included in this proposal have been calculated based on:**

Our federally-negotiated F&A rates for this type of work, or a reduced F&A rate that we hereby agree to accept. If this box is checked, a copy of our current F&A rate agreement is attached.

Other rate (Please specify in the Notes/Comments section below the basis on which these rates have been calculated.

Not applicable (no Facilities and Administrative requested by Subrecipient).

Notes and Comments:

**(c) Fringe Benefit Rates included in this proposal have been calculated based on:**

Rates consistent with or lower than our federally-negotiated rates. If this box is checked, a copy of your benefit rate agreement must accompany this form.

Other rates (Please specify in the Notes/Comments section below the basis on which these rates have been calculated.)

Not applicable (no Fringe Benefits are requested by Subrecipient).

Notes and Comments:



**(d) Human Subjects (IRB)**      Yes      No      If “yes” Indicate the status of IRB Review:  
Pending or Date IRB determined research to be exempt or approved: \_\_\_\_\_

IRB Number: \_\_\_\_\_

**If “Yes” and NIH funding is involved: Have all key personnel involved completed Human Subjects Training?**      Yes      No

**(f) Matching/Cost Sharing**      Yes      No

Matching/Cost Sharing amounts and justification should be included in the Subrecipient’s budget (if required). Subrecipient agrees to track all expenditures and report match/cost share in accordance with the terms of the subaward agreement.

Not applicable (no Match/Cost Sharing is required).

**(g) Fiscal Responsibility**

The Subrecipient organization certifies that its financial system is in accordance with generally accepted accounting principles and:

has the capability to identify in its accounts, all Federal awards received and expended and the Federal programs under which they were received;

maintains internal controls to assure that it is managing Federal awards in compliance with applicable laws, regulations and the provisions of contracts or grants;

complies with applicable laws and regulations;

can prepare appropriate financial statements, including the schedule of expenditures of federal awards;

there are no outstanding audit findings which would impact contract costs. If there are findings, submit a copy of the most recent report that describes the finding and steps to be taken to correct the finding.

Comments:



**X0'Cr r t qxcn'qhUwdt gekr lgpv'Qti cplk cvlqp''**

By signing this form, I certify that the above information, certifications and representations have been read, are understood, and are accurate and true to the best of my knowledge. The appropriate programmatic and administrative personnel involved in this application are aware of pertinent regulations and policies, and are prepared to establish a subaward that ensures compliance with such regulations and policies should this proposal be funded. Subrecipient hereby certifies that neither it nor its principals nor those who will perform services under a Subaward Agreement awarded pursuant to the proposal referenced herein are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participation in this transaction and have not, within the three year period preceding this application, been convicted of, or had a civil judgment rendered against them or had any public transaction (Federal, State or Local) terminated for cause or default.

**(a) Authorized Organizational Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address, city, state, zip: \_\_\_\_\_

Email: \_\_\_\_\_

Note: Any work begun or expenses incurred prior to execution of a subaward agreement is at the Subrecipient's own risk.



## **Attachment 1**

### **Certifications and Assurances**

Subaward Number:

#### **Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

#### **Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient 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, in accordance with 2 CFR 200.214 and 2 CFR 180.

---

#### **Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

---

#### **Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

---

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

---

#### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

---

#### **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) 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 described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Attachment 2**  
**Award Terms and Conditions**

Subaward Number

**Required Data Elements**

Awarding Agency Institute (If Applicable)

The data elements required by Uniform Guidance are incorporated

Award Issue Date

**This Subaward Is:**

Assistance Listing Program Title (ALPT)

Research & Development

Subject to FFATA

Key Personnel Per NOA

---

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Awarding Agency's website:
2. 2 CFR 200
3. The Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as included in the grant guidelines:
4. Applicable Research Terms and Conditions, including any Awarding Agency's Specific Requirements found at:  

except for the following :

  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

---

**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

---

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Awarding Agency under its PTE Award.

---

**Copyrights:**

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Awarding Agency under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Awarding Agency under its PTE Award.

---

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

---

**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

No Human or Vertebrate Animals

---

**Human Subjects Data** (Select One)

---

**Additional Terms**

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

---

**PTE Information**

Entity Name:

Legal Address:

Website:

---

**PTE Contacts**

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices?    Yes    No    Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

---

**PI Address:**

**Administrative Address:**

**Invoice Address:**

**Attachment 3B**  
**Subrecipient Contacts**

Subaward Number:

**Subrecipient Information for [FFATA](#) reporting**

Entity's UEI Name:

EIN No.:

Institution Type:

UEI:

Currently registered in SAM.gov:    Yes    No

Exempt from reporting executive compensation:    Yes    No *(if no, complete 3Bpg2)*

Parent UEI:

<i>This section for U.S. Entities:</i>	Zip Code <a href="#">Look-up</a>
Congressional District:	Zip Code+4:

Address:

---

**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice Email:

Authorized Official Name:

Email:

Telephone Number:

---

**Legal Address:**

**Administrative Address:**

**Payment Address:**

**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:

---

**Subrecipient:**

Institution Name:

PI Name:

---

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

---

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

---

<p style="text-align: center;"><b>Attachment 4</b> <b>Reporting and Prior Approval Terms</b></p>
--

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

---

**Technical Reports:**

Monthly technical/progress reports will be submitted to the PTE's \_\_\_\_\_ within \_\_\_\_\_ days of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's \_\_\_\_\_.

Annual technical / progress reports will be submitted within \_\_\_\_\_ days prior to the end of each budget period to the PTE's \_\_\_\_\_. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's \_\_\_\_\_ within \_\_\_\_\_ days of the end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's \_\_\_\_\_ in order for the PTE to satisfy its reporting obligations to the Awarding Agency.

---

**Prior Approvals:**

Carryover:

## Quarterly Reporting Template

Qtr:

Reporting Period -

Co-PI Name and Title -

### Provide the following

#### 1. Project Activities Summary:

(a) Activities accomplished during this 90-day reporting period

(b) Activities planned during next/upcoming 90-day project period

(c) Identified problems, issues, and suggested/ recommended actions

#### 2. Project Financial Summary:

(a) Award date

(b) Award amount

(c) Project expenses this Quarter

(d) Project cumulative expenses to date

(e) Remaining balance

(f) Remaining project time

Subaward Number:

<p style="text-align: center;"><b>Attachment 5</b> <b>Statement of Work, Cost Sharing, Indirects &amp; Budget</b></p>
---

**Statement of Work**

Below Attached, pages

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied %	<b>Cost Sharing</b>
Rate Type:	If Yes, include Amount: \$

**Budget Details**

Below Attached, pages

**Budget Totals**

Direct Costs \$

Indirect Costs \$

Total Costs \$

*All amounts are in United States Dollars*



THE SUNRISE CITY

# FORT PIERCE

POLICE DEPARTMENT  
"In Honor We Serve"

Florida

October 11, 2023

Jason Mittler  
FPUAnet Manager  
FPUAnet Communications  
Fort Pierce Utilities Authority  
jmittler@fpua.com  
772.466.1600 ext. 3309

Dear Mr. Mittler,

I am writing to request funding for a critical community safety initiative aimed at enhancing security and reducing criminal activities in the northwest section of Fort Pierce. Our project involves the installation of 20 state-of-the-art security cameras in the designated area with boundaries defined as Pioneer Park to the north, Avenue D to the south, N. 25th St. to the east, and N. 31<sup>st</sup> St. to the west.

**Project Overview:** The community security camera installation project aims to bolster safety in an area that has experienced a concerning increase in violent crime, gang-related activities, and drug offenses. These cameras will play a vital role in deterring criminal behavior and providing law enforcement agencies with valuable surveillance data to investigate and address crimes effectively.

#### Project Objectives:

1. **Improve Public Safety:** The primary objective of this project is to create a safer environment for residents, businesses, and visitors within the designated area by deterring criminal activities and enhancing overall security.
2. **Crime Reduction:** Through the presence of security cameras, we aim to decrease the incidence of violent crimes, gang-related activities, and drug offenses within the defined boundaries.
3. **Enhance Law Enforcement Effectiveness:** By providing law enforcement agencies with real-time and recorded footage, this project will enable them to respond more swiftly and accurately to criminal incidents, ultimately leading to a more efficient allocation of resources.
4. **Foster Community Engagement:** The presence of security cameras can instill a sense of safety, encourage community members to be more vigilant, and promote a collaborative effort between the police and the community in addressing security concerns.
5. **Budget:** We are seeking \$95,444.00 in funding to support this project. The budget breakdown is as follows:

• Security Camera Installation:	20 at \$500.00	\$10,000.00
• Data Service:		Provided by FPUA
• Overt Pole Camera:	20 at \$2,360.00	\$83,360.00
• Camera Shipping		\$2,084.00
Total Project Cost:		\$95,444.00

We kindly request \$95,444.00 to help us meet our objectives successfully. Your investment in this project will directly contribute to a safer and more secure environment for the residents of the northwest section of Fort Pierce.

Project Timeline: The project is expected to be completed, cameras installed, within six (6) month of contract execution. Our team is committed to a transparent and efficient execution of the project, ensuring that the security cameras are operational as soon as possible.

We believe that this initiative aligns with your organization's mission to improve community safety and enhance the quality of life for all residents. We are ready to provide any additional information, reports, or data as needed for your review.

Thank you for considering our grant proposal. We look forward to the opportunity to discuss this project further and to work together to make the northwest section of Fort Pierce a safer and more secure place for everyone.

Regards,

Jason Braun  
Administrative Lieutenant

Attachment: Quote from camera vendor  
Proposed camera location map



# TacticalVIDEO

## Quotation

Client Information	Shipper Information
Fort Pierce PD  Overt Pole Camera Quotation  Quote Version 1	Tactical Video Inc. 9219 US Highway 42 Suite #D-239 Prospect, KY 40059 Phone: 630.445.1209 Fax: 630.839.0005 <a href="mailto:Sales@TacticalVIDEO.com">Sales@TacticalVIDEO.com</a>


Date	Quote #	Exp Date	Terms	Contact
10/10/2023	TV110102023-13	11/9/2023	At Receipt of Invoice	Jeff Gibson

Item #	Description	Quantity	Unit Cost	Total
<b>Overt Surveillance Camera Quotation</b>				
<b>Matrix Cameras (incl. Exacq DVR SW &amp; Local 1TB DVR Memory)</b>				
1	Axis Q6135-E 2mp PTZ Camera w/30x Optical Zoom	20	\$4,049	\$80,980.00
2	Axis T91L61 Wall and Pole Mount	20	\$119	\$2,380.00
<b>Sub Total</b>				<b>\$83,360.00</b>
<b>Shipping</b>				<b>\$2,084.00</b>
<b>Total</b>				<b>\$85,444.00</b>

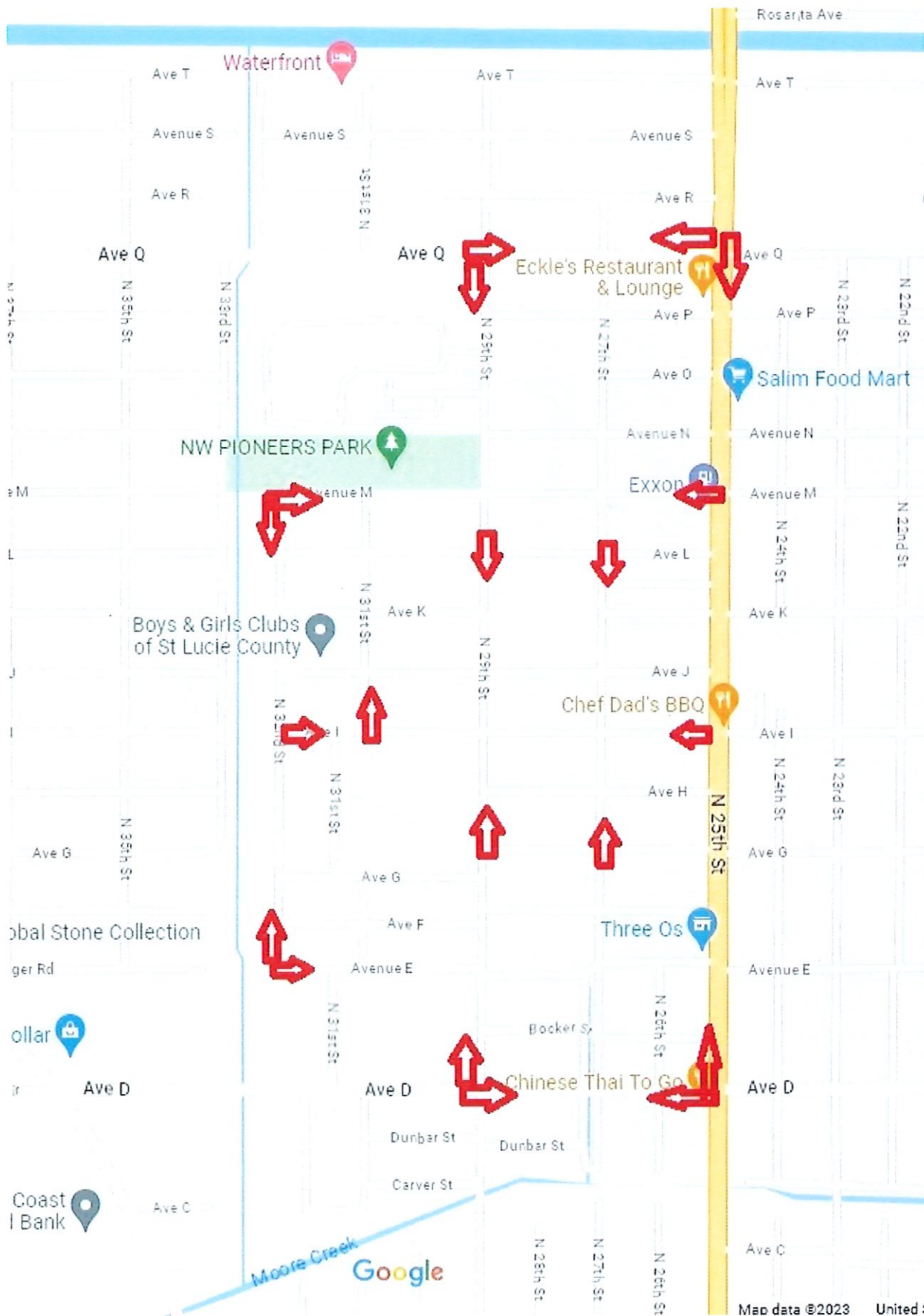
OPTIONS				

**Notes**

The purchase of products and/or services from Tactical Video are subject to the standard terms and conditions located at the following URL: <http://www.tacticalvideo.com/pdf/terms.pdf>. By accepting this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions. All software renewals require prepayment. Hardware/Software orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.




Quotation is Confidential and Proprietary



Waterfront

Eckle's Restaurant & Lounge

Salim Food Mart

NW PIONEERS PARK

Exxon

Boys & Girls Clubs of St Lucie County

Chef Dad's BBQ

Three Os

Chinese Thai To Go

Google

Map data ©2023 United States

## **Attachment 6**

### **Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.



Capital Projects Fund (CPF)  
Multi-Purpose Community Facilities Program (MPCF)  
Guidelines

August 2023

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# 1. Program Overview

The Florida Department of Economic Opportunity’s (“DEO”) mission is to advance and enable a connected economy in Florida by championing the Governor’s economic development vision and by administering state and federal programs and initiatives. These programs include broadband development to help visitors, citizens, businesses, and communities stay connected and leverage digital technologies. DEO’s Office of Broadband (“Office”) actively provides guidance and works with entities throughout the state to increase the availability and effectiveness of broadband Internet by utilizing mapping initiatives to achieve the goals set forth in the Florida Strategic Plan for Broadband (“Florida Strategic Plan”). Established by the U.S. Department of the Treasury (“Treasury”) as part of the American Rescue Plan Act of 2021 (“ARPA”) which provides funds to eligible states to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency, the Capital Projects Fund (“CPF”) program allows eligible entities to invest in capital assets that meet communities’ critical needs in the short and long term. A key component of the CPF program is to make funding available for broadband infrastructure, especially in rural America, Tribal communities, and low-and moderate-income communities.

The State of Florida was awarded approximately \$366 million in grant funding for broadband initiatives. Broadband Internet is a critical component in Florida’s plan to build a robust and modern infrastructure throughout the state, and more specifically in areas where broadband Internet service infrastructure is not yet available. These funds are expected to encourage job creation, capital investment, and the strengthening and diversification of local economies. Through the Multi-Purpose Community Facilities (“MPCF”) subgrant program, the Office will award funds to subrecipients for the construction of or improvements to facilities designed to jointly and directly enable work, education, and health monitoring located in eligible communities with an identified critical need for the project. The availability and use of the CPF MPCF grant funds is governed by the State of Florida and Federal regulations and guidance.

# 2. Program Purpose

Through the CPF MPCF program, the Office aims to provide funds to subrecipients for the construction of or improvements to buildings designed to enable work, education, and health monitoring, located in eligible communities with an identified critical need. DEO will use \$86,933,757.00 of its allocated CPF funding for the program. The remaining CPF funding will be used for the Broadband Infrastructure Program and the Digital Connectivity Technology Program.

The primary objective of the CPF MPCF Program is to provide funds to subrecipients for the construction of or improvements to facilities designed to jointly and directly enable work, education, and health monitoring, located in eligible communities with an identified critical need for the project.

# 3. Program Schedule

DEO anticipates that eligible entities will be awarded grant funds prior to December 31, 2024, and all projects must be completed by December 31, 2026.

DEO currently estimates the following schedule relating to the CPF-MPCF projects:

Date	Milestone
June 26, 2023	Program Guidelines, Application, and Scoring Criteria posted to <a href="http://www.FloridaJobs.org/Broadband">www.FloridaJobs.org/Broadband</a>

Date	Milestone
July 5, 2023	Application Windows Opens
July 25, 2023	CPF MPCF Statewide Technical Assistance Webinar #1
August 16, 2023	CPF MPCF Statewide Technical Assistance Webinar #2
October 5, 2023	Application Window Closes
January 26, 2024	Awards Announced
December 31, 2026	All Projects Completed

## 4. Eligibility Review

### 4.1. Eligible Projects

Based on the CPF program and the Florida DEO MPCF program narrative guidance, eligible projects are projects that directly support work, education, and health monitoring in response to the public health emergency. When applying for the grant, applicants should ensure that the proposed multi-purpose facility is: (a) designed to directly enable work, education, and health monitoring; (b) designed to address a critical need that resulted from or was made apparent or exacerbated by the public health emergency; and (c) designed to address a critical need of the community to be served by it.

Below are some examples of projects eligible for use of CPF MPCF grant funds:

- Projects designed to construct or improve full-service community schools and provide a comprehensive academic program to their students and adult education in the community at large; health monitoring to their students and the community; and workforce training or career counseling services that provide community members with the knowledge and skills needed to engage in work, including digital literacy training and information technology programs.
- Projects designed to construct or improve libraries and provide public access to the internet for work, education, and health monitoring purposes such as offering digital skills programs and supporting community members that are looking to engage in virtual learning.
- Projects designed to construct or improve community health centers and provide, in addition to health monitoring services, a broader range of services to the communities they serve, such as access to job counseling employment services and health education classes or internship programs for medical professionals. Deploy broadband infrastructure for improving access to community health services. Promote digital connectivity technology projects that include the purchase and/or installation of devices and equipment to facilitate broadband internet access. Deploy broadband internet infrastructure or purchasing digital health devices and equipment to enable access to telehealth services.

For more information regarding eligible projects within this program, refer to: [https://www.floridajobs.org/docs/default-source/community-planning-development-and-services/broadband/multi-purpose-community-centers-project-narrative-final.pdf?sfvrsn=a73654b0\\_2](https://www.floridajobs.org/docs/default-source/community-planning-development-and-services/broadband/multi-purpose-community-centers-project-narrative-final.pdf?sfvrsn=a73654b0_2).

### 4.2. Eligible Applicants

Eligibility to apply for the CPF MPCF grant funding will be based on several factors; including project eligibility, as stated by the Treasury and the State of Florida and described further below. Depending on the type of eligible projects, the overall list of applicants that are eligible for grant awards include governmental

units (e.g., counties, municipalities), non-profit organizations, or private entities. Private entities can be in the form of corporations, limited liability companies, general partnerships, or limited partnerships. The eligible applicants under the categories contemplated by DEO are outlined below.

**I. Workforce Education Broadband Infrastructure and Connectivity Projects:**

- Eligible applicants for this type of projects include governmental units (e.g., municipalities, counties), non-profit organizations, private entities, broadband internet training institutions, law enforcement academies, nursing and critical health profession programs, state colleges and school boards, school districts, and information technology programs.

**II. Community Libraries Infrastructure and Connectivity Projects:**

- Eligible applicants for this type of projects include libraries.

**III. Community Health Infrastructure and Connectivity Projects:**

- Eligible applicants for this type of projects include governmental units (e.g., municipalities, counties), non-profit organizations, community anchor institutions, healthcare facilities, multi-purpose community centers, co-operatives, electric utilities, and private entities (such as Internet Service Providers).

### 4.3. Prioritization

**Rural Communities with Economic Distress:** Preference will be given to rural communities with demonstrated economic distress factors identified in section 288.0656(2)(c), Florida Statutes, including low per capita income, low per capita taxable values, high unemployment, high underemployment, low weekly earned wages compared to the state average, low housing values compared to the state average, high percentages of the population receiving public assistance, high poverty levels compared to the state average, and a lack of year-round stable employment opportunities. This includes the 29 Florida counties within three Rural Areas of Opportunity designated by the Governor under section 288.2656, Florida Statutes, a county under section 288.0656(2)(e), Florida Statutes, or a community designated as rural under section 288.0656(2)(e)(4), Florida Statutes.

When determining the communities to be served by the CPF MPCF program, applicants may choose to consider any available data, including, but not limited to federal and/or state collected data, such as the American Community Survey or the U.S. Department of Housing and Urban Development's Qualified Census Tracts, related to internet use, device ownership, income, poverty, health, education, and employment; interviews with community members; reports from community organizations; documentation of existing facilities providing similar or identical services to those the CPF MPCF program is intended to provide; and any other information they deem relevant.

Priority will be given to areas of the state with low to moderate incomes as identified by the U.S. Department of Housing and Urban Development (HUD) data and high unemployment rates.

### 4.4. Eligible and Ineligible Costs

#### 4.4.1. Eligible costs

- Costs of repair, rehabilitation, construction, improvement, and acquisition of real property, equipment (devices and office equipment).
- Soft costs such as fixtures, equipment, and initial outfitting, design services which result in construction documents, indirect costs of construction manager, contract staff associated with developing the facility.

- Ancillary costs necessary to operationalize and put the capital assets to full use, including costs to increase broadband adoption and improve digital literacy.
- Costs associated with monitoring of and reporting on projects in compliance with Treasury requirements, including closeout costs; and
- Costs associated with collecting and measuring performance data.

#### **4.4.2. Ineligible costs**

- Pre-project development costs.
- Costs associated with completing or filing an application for the grant.
- Any expense incurred prior to the formal acceptance and execution of the grant agreement.
- Costs associated with the operations and maintenance of the facility.
- Payment of interest or principal on outstanding debt instruments.
- Fees or issuance costs associated with the issuance of new debt; and
- Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding.

## **5. Technical Assistance**

DEO staff are available to provide support throughout the application process. Applicants are strongly encouraged to attend scheduled webinars and any technical assistance opportunities provided by the DEO. Applicants can find current information about the CPF MPCF program at [www.FloridaJobs.org/Broadband](http://www.FloridaJobs.org/Broadband). Questions regarding the CPF MPCF program should be sent to [Broadband@DEO.MyFlorida.com](mailto:Broadband@DEO.MyFlorida.com).

Technical Assistance Web Portal: The DEO maintains the following website (<https://FloridaJobs.org/Broadband>) to provide potential applicants resources and guidance on the program.

In addition, the Office will continue to host technical assistance webinars. The schedule and related links to past recordings of these webinars will be posted here (<https://FloridaJobs.org/Broadband>). In addition, the DEO will provide technical assistance throughout the CPF MPCF program through virtual meetings. Information and process will be provided in the links mentioned above.

## **6. Maximum Limits**

### **6.1. Maximum Limit**

\$4 million is the limit on the requested grant award amount per application. In addition, \$6 million is the limit on the cumulative grant award per applicant across awards.

### **6.2. Waiver**

DEO reserves the right to waive the maximum limit per application and/or per applicant on a case-by-case basis. For an application to be considered for a waiver, the application should receive a combined score on the three categories of economic distress, project need and community impact of over 275 points (out of 550). Please refer to Section 8 for evaluation criteria.

## 7. MPCF Application Evaluation

### 7.1. Evaluation Process

#### 7.1.1. Overview

The evaluation of an application to the CPF MPCF and selection of an applicant for an award will be based on the information submitted in the application including any required attachments and documentation. Failure to respond to each of the requirements in the application may be the basis for rejecting a response. DEO will accept applications for the MPCF through a competitive process that results in awards to applicants proposing projects that meet defined objectives.

All applications will undergo an initial review for eligibility and completeness, followed by a scoring review based upon the DEO scoring guidelines (as reflected herein). To maximize chances of receiving an award, applicants must be mindful of two key objectives while preparing the application:

- Level of Responsiveness: Provide all required information along with the specified attachments. Responses provided should be comprehensive, detailed, and clear.
- Grant Selection Criteria: Review this section to ensure that the application comprehensively addresses all requirements listed in the Evaluation Criteria and Consideration Factors section.

#### 7.1.2. Responsiveness process

All applications will go through a responsiveness review to ensure each application has provided the necessary information required for further evaluation and scoring.

#### 7.1.3. Scoring Review

Applications meeting the eligibility requirements will undergo a screening against the scoring criteria outlined herein and subsequently assigned a calculated score. The scoring criteria focuses on the following categories:

- A. Economic Distress
- B. Project Need
- C. Project Readiness
- D. Community Impact
- E. Project Budget
- F. Project Viability, Sustainability and Resiliency

This is a competitive grant application and eligibility for funding is based on scoring a minimum of 275 points out of a maximum 550 points. Based on the number of Applicants, the amounts applied for and awarded, and the score given to each application, the potential exists that not all Applicants scored as eligible for funding will be awarded funding.

## 8. Evaluation Criteria and Consideration Factors

### 8.1. Evaluation Criteria Overview

This section sets forth the specific scoring and evaluation criteria that will be used to evaluate and rank applications to potentially receive funding from the CPF MPCF program. There is no score that guarantees funding of an application. Scoring will be made on a competitive basis. Eligible Applicants must obtain a minimum evaluation score of 275 points to be considered for funding; however, this does not guarantee an

award. Only the highest scoring applications may earn funding and total applications funded will be limited based on available funds to the program.

The funding application scoring system will include weighting factors that will result in selection of grantees most likely to achieve the specific program goals.

**Table 2 – Application Evaluation Criteria**

<b>Evaluation Criteria</b>	<b>Maximum Points (550)</b>
<b>A. Economic Distress</b>	<b>100</b>
A.1 Level of Economic Distress within Target Community	100
<b>B. Project Need</b>	<b>100</b>
B.1 Project Justification	50
B.2 Community Support	50
<b>C. Project Readiness</b>	<b>50</b>
C.1 Reasonableness of Project Schedule	15
C.2 Engineering Design Evidence	10
C.3 Environmental and Other Permits	25
<b>D. Community Impact</b>	<b>150</b>
D.1 Benefits to Community	75
D.2 Diversity of Services/Functions	25
D.3 Accessibility	25
D.4 CareerSource Florida Local Workforce Development Board (LWDB) Partnership	25
<b>E. Project Budget</b>	<b>50</b>
E.1 Budget Narrative and Reasonableness of Cost	50
<b>F. Project Viability, Resiliency and Sustainability</b>	<b>100</b>
F.1 Financial Capacity and Sustainability	10
F.2 Facility Resiliency	50
F.3 Organization Capability and Track Record	20
F.4 Operational Sustainability and Ownership	20

To maximize chances of receiving a high score under this review, Applicants must provide complete, comprehensive, and clear responses for all sections of the application and information requested.

This is a competitive grant application and eligibility for funding is based on scoring a minimum of 275 points out of a maximum 550 points. Based on the number of Applicants, the amounts applied for and awarded, and the score given to each application, the potential exists that not all Applicants scored as eligible for funding will be awarded funding.

## 8.2. Evaluation Criteria Consideration Factors

The evaluation criteria below apply to both existing projects and new construction projects. There are six (6) major evaluation criteria listed below with sub-categories and consideration factors identified for each. Under each sub-category, factors are listed for consideration that will be used to assign scoring points. The Applicant should answer all questions to enable a comprehensive, detailed review and scoring of the application.

### 8.2.1. Economic Distress (100 points)

This criteria evaluates how the project will serve an economically distressed area including a rural area of the state, as measured by the greatest percentage difference between the metrics of unemployment, poverty, or social vulnerability of the community/county and the statewide average.

A.1 Level of Economic Distress (Maximum 100 points)	
Key Areas	Factors for Consideration
<ul style="list-style-type: none"> <li>The project targets a community in economic distress.</li> <li>Demonstration of the level of economic distress in the area served by the project.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Project is a Rural Area of Opportunity as designated in Section 288.0656(7)(a), Florida Statutes and/or a fiscally constrained county identified in Section 218.67, Florida Statutes.</li> <li>✓ Rates for unemployment, poverty, and vulnerability index are more adverse than Florida's statewide averages.</li> <li>✓ Level of low- and moderate-income persons or households in the community.</li> <li>✓ Children qualifying for School Lunch Program (reported by Florida Department of Education for the NSLP).</li> </ul>

#### Economic Distress Factors

Economic Factors		Maximum Points
		<b>100</b>
1	Facility is located within Rural Area of Opportunity	20
2	Poverty rate above state average	15
3	Unemployment rate above state average	15
4	Socioeconomic Vulnerability Index above state average	15
5	Free / reduced lunch eligibility	15
6	LMI Factor (see table below)	20

*Note: For those applications that address all six economic factors listed above – maximum score will be 100 points. For other applications, based on which of these six economic factors are addressed, the score will be a sub-total of points shown in the table above for each category addressed.*

#### Low to Moderate Income Factor (LMI)

LMI Factor	Maximum Points
	<b>20</b>

More than 55% LMI	20
Between 45.01% and 55% LMI	15
Between 35.01% and 45% LMI	10
35% or less LMI	5

### 8.2.2. Project Need (100 points)

The criteria in this section assess how well the Applicant makes a compelling case for this project through a project plan that is comprehensive and covers how the project targets the community's needs. In addition, this measures the level of community support within the proposed project area. Applicants who provide substantive evidence of community support will score higher.

<b>B.1 Project Justification (Maximum 50 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• The extent to which the project meets the following criteria. <ul style="list-style-type: none"> <li>○ Designed to directly enable work, education, and health monitoring.</li> <li>○ Designed to address a critical need that resulted from or was made apparent or exacerbated by the public health emergency.</li> <li>○ Designed to address a critical need of the community to be served by the project.</li> </ul> </li> <li>• Demonstration of project need in the served community.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Applicant has developed a compelling narrative to justify the need for the project including approach to identify the need.</li> <li>✓ Applicant used evidence such as lack of community libraries with internet access, community schools with no access to employment and work-related services, health centers with limited internet and/or private areas for telehealth appointments to justify the need.</li> <li>✓ Applicant should demonstrate that the facility has the required broadband connectivity and devices including: <ul style="list-style-type: none"> <li>○ For existing facilities, details on current broadband connectivity at the facility and available/proposed devices.</li> <li>○ For new and existing facilities, details on whether Applicant has initiated discussions with Interest Service Providers to secure broadband connection to the facility.</li> </ul> </li> </ul>

<b>B.2 Community Support (Maximum 50 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• The extent to which the project need is demonstrated through community support.</li> <li>• The extent to which Local Technology Planning Teams and other surveys</li> </ul>	<ul style="list-style-type: none"> <li>✓ Evidence of community outreach efforts to demonstrate the need for the project.</li> <li>✓ Other community feedback that shows compelling need and project support.</li> </ul>

<b>B.2 Community Support (Maximum 50 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
were factored into defining the project to address specific needs identified.	<ul style="list-style-type: none"> <li>✓ If available, recent survey or other similar community-focused analyses regarding level of need, gaps, and project support.</li> <li>✓ Degree to which teams conducted community-level activities including participating in Local Technology Planning Teams and research to determine the community's need for a multi-purpose facility.</li> </ul>

### 8.2.3. Project Readiness (50 points)

This criteria assesses the readiness of the project by evaluating key activities carried out to date, the details of the project schedule, design, and the work related to environmental approvals and certificates is underway.

The following factors should be taken into consideration for evaluation and scoring process.

<b>C.1 Reasonableness of Project Schedule (Maximum 15 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Details of the project development activities carried out by the Applicant to date.</li> <li>• Reasonableness of the project schedule.</li> <li>• The extent to which the project meets or is expected to meet broadband connectivity needs.</li> </ul>	<ul style="list-style-type: none"> <li>✓ List of activities carried out by the Applicant to date.</li> <li>✓ The degree to which the project schedule is detailed, structured, clear, and consistent with committed timelines for key activities.</li> <li>✓ Detailed narrative on project schedule confirming that project completion will be prior to December 31, 2026.</li> <li>✓ Identification of key execution risks and mitigation plan.</li> <li>✓ Existing or proposed arrangements with Internet Service Providers and suppliers for broadband connectivity and/or devices.</li> </ul>

<b>C.2 Engineering Design Evidence (Maximum 10 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Details regarding the engineering and design plans for the facility.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Completeness of the Applicant's project design.</li> <li>✓ Clear and detailed design of the facility and the services provided in each area.</li> </ul>

<b>C.2 Engineering Design Evidence (Maximum 10 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
	<ul style="list-style-type: none"> <li>✓ Contractors and vendors details (particularly for new construction).</li> </ul> <p><i>Note: Professional engineer, architect, or similar certification is required.</i></p>

<b>C.3 Environmental and Other Permits (Maximum 25 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Details provided on environmental review process, and all required governmental approvals and permits as required for the proposed project.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Clear and detailed list of the required approvals and permits.</li> <li>✓ Concrete plan to secure the required approvals and permits.</li> <li>✓ Completed environmental review process (e.g., Documentation of Certificate of Exemption/Categorically Excluded Not Subject To (CENST), if applicable; or documentation of the appropriate level environmental review has been completed, up to but not including publication or posting the Notice of Intent / Request for Release of Funds.</li> </ul>

#### **8.2.4. Community Impact (150 points)**

This criteria measures the potential impact that the project could have within the proposed area. Specifically, this measures the degree to which the project will increase access to work, education, and health services, and promote community and economic development within the project area. In addition, this criteria looks at the project functions by evaluating the details of the services provided, degree of accessibility and asset plans in terms of ownership, operations, and maintenance.

<b>D.1 Benefits to Community (Maximum 75 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Details on how the proposed facility will address the current need and provide a benefit to the targeted community from a Work, Education, and Health Monitoring perspective.</li> <li>• Details on the benefits that the facility will have on the targeted community. Provide examples of potential uses of the proposed facility.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Narrative on the services that will be offered at the facility that are not currently available such access to training facilities, education, workforce, and health monitoring services, etc.</li> <li>✓ Details on the facility benefits such as: <ul style="list-style-type: none"> <li>○ Inclusion of public location for access to digital devices for educational opportunities persons or households.</li> </ul> </li> </ul>

<b>D.1 Benefits to Community (Maximum 75 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Details on whether the project will have direct job creation and if it will prioritize workers from disadvantaged communities.</li> </ul>	<ul style="list-style-type: none"> <li>○ Inclusion of private areas where citizens can access their telehealth appointments or meet with healthcare providers.</li> <li>✓ The number of new jobs created in the targeted community directly related to construction, operations and maintenance of the facility.</li> <li>✓ Extent to which the proposed project has a plan to hire local workers from disadvantaged communities that have experienced disproportionately poor work, education, and health outcomes demonstrated by federal, state, and other relevant data, reports from the targeted community/communities.</li> <li>✓ Access to digital devices at a public or accessible location to provide educational opportunities and services including certification programs, in-person training programs and classes to develop technological skills.</li> <li>✓ Provision of private spaces and relate devices to facilitate telehealth services.</li> </ul>

<b>D.2 Diversity of Services/Functions (Maximum 25 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Project addresses other services and/or functions in addition to addressing the core requirements for CPF eligibility.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Availability of other functional areas including recreational such as basketball courts and exercise areas.</li> <li>✓ Availability of municipal services such as police and fire.</li> </ul>

<b>D.3 Accessibility (Maximum 25 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Details on the facility location and its surroundings.</li> <li>• Required and recommended services offered at the location in relation to accessibility to the facility, including accessibility for individuals with disabilities.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Proximity and access to public transportation.</li> <li>✓ Proximity to community anchor institutions, and other end user facilities.</li> </ul>

<b>D.3 Accessibility (Maximum 25 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
	<ul style="list-style-type: none"> <li>✓ Does the facility meet all accessibility requirements established by state and federal laws?</li> <li>✓ Does the facility provide unrestricted access during normal business hours?</li> <li>✓ Does the facility offer services to those hindered by language barriers, methods for training, and access for workforce related activities.</li> </ul>

*Note: Applicants whose existing facilities are not fully accessible to individuals with disabilities are urged to work toward compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.*

<b>D.4 CareerSource Florida Local Workforce Development Board (LWDB) (Maximum 25 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Demonstration and evidence of partnership and collaboration between the applicant and CareerSource Florida including the extent to which CareerSource is used to provide training courses, assist with job postings, established on-site meetings to assist job applicants etc.</li> <li>• Contemplation of partnerships with state colleges and technical centers.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Level of coordination and information sharing between applicant and CareerSource Florida including whether the applicant has conducted and/or participated in regular meetings with CareerSource Florida.</li> <li>✓ Evidence of an overall plan for the community, more specifically a plan to host weekly or monthly meetings/training and provide information and services at no cost to users of the facility that seek to enter or re-enter the job market.</li> <li>✓ Evidence of planning for training courses, and approach to soliciting support from the local workforce development board on job postings.</li> </ul>

### **8.2.5. Project Budget (50 points)**

Applicant should provide information on the budget narrative and should identify all major expenditure categories and the total sums for categories. Applicant should also provide details on the annual operating and maintenance cost of the facility.

<b>E.1 Budget Narrative and Reasonableness of Cost (Maximum 50 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Narrative explaining the various cost categories and providing the rationale for the costs.</li> <li>• Reasonableness of the capital budget for the project.</li> <li>• Reasonableness of the annual operating budget for the project.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Level of detail provided in the budget narrative for the project.</li> <li>✓ Level of detail of the total project costs including a narrative on all major capital expenditure categories and the total sums for those categories.</li> <li>✓ Level of detail provided on the annual costs for operating and maintaining the facility.</li> </ul> <p><i>The cost elements should include, as applicable, engineering design, permitting, construction and labor costs, and other costs associated with a new facility i.e., acquisition of property for development.</i></p>

### 8.2.6. Project Viability, Resiliency and Sustainability (100 points)

Application should clearly demonstrate that the proposed project is financially and operational viable, ensures resiliency, Applicant organization has necessary resources, and experience to deliver the proposed project within budget and schedule, and that the Applicant organization has an experience for successfully executing similar project(s).

<b>F.1 Financial Capacity and Sustainability (Maximum 10 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Applicant's financial capacity consistent with the project size and operations proposed.</li> <li>• The applicant's ability to obligate and expend funds by program deadlines.</li> <li>• Demonstration of the project's financial sustainability.</li> </ul>	<ul style="list-style-type: none"> <li>✓ If applicable, audited financial statements of the applicant and other documentation, or financial records to demonstrate financial stability.</li> <li>✓ Clear identification of additional funding sources and proof of financing being available.</li> <li>✓ Evidence that the Applicant has the financial capacity to operate and maintain the facility for a period of 5 years after project completion.</li> <li>✓ Verified financial resources to the project from the Applicant and/or any qualified community partner(s).</li> <li>✓ Detailed narrative explaining how the grant recipient will obligate and spend funds in compliance with the program deadlines.</li> </ul>

<b>F.1 Financial Capacity and Sustainability (Maximum 10 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
	<ul style="list-style-type: none"> <li>✓ Discussion of key financial risks that could impede sustainability (e.g., cost overruns) and mitigation strategies.</li> </ul>

<b>F.2 Facility Resiliency (Maximum 50 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Details regarding the resiliency of the planned facility.</li> <li>• Details on whether the planned facility is environmentally sustainable and energy efficient.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Provide evidence of plans to ensure resiliency of the facility such as:               <ul style="list-style-type: none"> <li>○ Planning for redundancy in power generation (i.e., having a backup generator).</li> <li>○ Considering alternative sources of power such as photo-voltaic panels, thermal hot water heaters, etc.</li> <li>○ Constructing or rehabilitating facilities with materials that are more resilient to weather changes.</li> <li>○ Leveraging ICC/NSSA 500 Standard for the Design and Construction of Storm Shelters code standards for both new construction and existing facilities.</li> </ul> </li> <li>✓ Planning for the facilities to function as a storm shelter.</li> </ul>

<b>F.3 Organization Capability and Track Record (Maximum 20 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Demonstration that the Applicant is well positioned to contract, operate, and maintain the facility for a period of initial 5 years after the project completion.</li> <li>• Demonstration of the Applicant's experience and track record to execute and operate similar project(s).</li> <li>• If applicable, demonstration of viable partnerships including public-private partnerships.</li> <li>• If applicable, details regarding the partner's organizational capability.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Details regarding the Applicant's ability to complete construction and operate and maintain the facility for at least 5 years after project completion.</li> <li>✓ Details on the Applicant's key personnel experience in areas similar to the project.</li> <li>✓ Details that the Applicant has delivered projects of similar size in the last 5 years.</li> <li>✓ Details regarding partnerships including public-private partnerships or coordination between the Applicant and local entities to implement, operate, and sustain the project.</li> </ul>

<b>F.3 Organization Capability and Track Record (Maximum 20 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
	<ul style="list-style-type: none"> <li>✓ Details regarding the partner's experience in having developed a similar project.</li> </ul>

<b>F.4 Operational Sustainability and Ownership (Maximum 20 points)</b>	
<b>Key Areas</b>	<b>Factors for Consideration</b>
<ul style="list-style-type: none"> <li>• Details related to project ownership and duration of operations.</li> <li>• How does the Applicant plan to fund the operations and maintenance of the facility?</li> </ul>	<ul style="list-style-type: none"> <li>✓ Evidence of facility and equipment ownership either through a) lease agreement with guaranteed rights of renewal, or b) a commercial lease agreement with at least 10 years remaining, c) copy of the facility deed or d) outright purchase of a facility and/or equipment. Confirmation that ownership of the facility and equipment will be retained by the Applicant.</li> <li>✓ Evidence and confirmation that the facility will conduct eligible activities for a minimum of five years after completion of the project.</li> </ul>

*Note: Applicants must own the facility to apply for any exterior rehabilitation initiatives.*

## 9. Grant Agreement and Terms and Conditions

Once the Office validates the application's completeness and the applicant eligibility for funding by achieving the threshold score, and is identified as an awarded applicant, the applicant's authorized representative will execute a Grant Agreement with the DEO.

The Grant Agreement will, among other things, contain terms and conditions related to the following:

1. Description of the services.
2. Roles and responsibilities.
3. Grant payment schedule.
4. Eligible uses of funds.
5. Period of performance.
6. Accounting and reporting requirements.
7. Compliance requirements.
8. Remedies for noncompliance including but not limited to return of funds.
9. Audit practices.
10. Recording keeping.
11. Internal controls; and

12. Other terms required by Federal law.

## 10. Compliance and Reporting Requirements

*Guidance provided in this document is meant to be used as a helpful resource but is not intended to be exhaustive and does not guarantee compliance with the federal requirements. Federal requirements included here are those that may be of particular importance to subrecipients who may receive federal funding for broadband programs. The descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the full requirements as well as any additional regulatory and statutory requirements applicable to the program from the respective sources. In addition to meeting the federal requirements outlined below, the subgrantee needs to meet applicable state and local requirements as well.*

### 10.1. Specific Guidance

#### 10.1.1. Procurement Standards

Recipients and subrecipients must follow the procurement requirements outlined in [2 C.F.R. Parts 200.317 through 200.326](#) for the acquisition of property or services required under a federal award or subaward. Non-federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Uniform Guidance establishes 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 C.F.R. Part 200.320](#). 2 CFR 200.320 describes methods of procurement based on two procurement thresholds: the Micro purchase threshold (MPT) and the Simplified Acquisition Threshold (SAT).

**Micro-purchase threshold (MPT)** - 2 CFR 200.320(a)(1): Purchase of supplies and services for a price below the MPT, currently set at \$10,000, are not required to be solicited competitively. However, there are circumstances when a recipient may have an MPT that is greater than \$10,000. For example, all non-federal entities may increase their MPT up to \$50,000 if they follow the protocols described in 200.320(a)(1)(iv). Additionally, non-federal entities such as metropolitan cities, counties, non-entitlement units of local government, and Tribes may use their own MPT if they follow the protocols described in 200.320(a)(1)(iv).

**Simplified Acquisition Threshold (SAT)** - 2 CFR 200.320(a)(2): Purchases of property and services at a price above the recipient's MPT and below the SAT, currently set at \$250,000, may be made following the small purchase procedures described in the definition of SAT in 2 CFR 200.1 and 2 CFR 200.320(a)(2). Procurement of property and services.

**Small purchase procedures.** If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

#### 10.1.2. Labor Agreements and Standards

Awardees must comply with all applicable federal labor laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. Recipients and subrecipients of federal funds will be required to comply with federal labor standards, including but not limited to:

a) Labor Standards Provisions of [29 C.F.R. Part 5](#)

- b) Contract Work Hours and Safety Standards Act of 1962, as amended ([40 U.S.C. 3701- 3708](#))
- c) Federal Fair Labor Standards Act of 1938, as amended ([29 U.S.C. 201-219](#))
- d) Copeland “Anti-Kickback” Act ([18 U.S.C. 874](#)).

## 10.2. General Guidance

**Applicability:** Under 2 C.F.R. Part 200.101, the terms and conditions of federal awards generally flow down to subcontracts and subawards. This means that non-federal entities must comply with requirements regardless of whether the non-federal entity is a recipient or subrecipient of a federal award.

**Internal Controls:** Per 2 C.F.R. Part 200.303, all non-federal entities must establish effective internal controls to ensure that funding decisions constitute eligible uses of funds and document determinations.

**Allowable Costs:** As outlined in the Uniform Guidance at 2 C.F.R. 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. Any costs reimbursed with program funds must be reasonable and allocable, as described in 2 C.F.R Parts 200.404 and 200.405, respectively.

**Real Property and Equipment:** Equipment and real property acquired with federal funds must be used for the originally authorized purpose. Consistent with 2 C.F.R. Part 200.311 and 2 C.F.R. Part 200.313, any equipment or real property acquired using federal funds shall vest in the non-federal entity. A non-federal entity must request disposition instructions for real property from the awarding agency, which may include the retention of the title, sale of the property, or transfer of the title. In the event that original or replacement grant-funded equipment is no longer needed for the original project or program, the non-federal entity must dispose of the property in accordance with 2 C.F.R. Part 200.313.

The Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. 4601-4655) (URA) and implementing regulations in 49 C.F.R. Part 24 are also applicable.

*Prohibition on Certain Telecommunications and Video Surveillance Services, Equipment, and Costs. Recipients and subrecipients may not use grant funds to procure or obtain certain telecommunications and video surveillance services or equipment provided or produced by designated entities, including certain entities owned or controlled by the People’s Republic of China, 2 C.F.R. Part 200.216. Under 2 C.F.R. Part 200.471, certain telecommunications and video surveillance costs associated with 2 C.F.R. Part 200.216 are unallowable.*

**Closeout:** Any funds not obligated or expended for eligible uses in the eligible cost timeframe must be returned to the federal agency.

**SAM.gov Registration:** Pursuant to 2 C.F.R. Part 25, each applicant must obtain a Unique Entity Identifier from the federal System for Award Management (SAM) prior to receiving a subgrant agreement.

## 10.3. Reporting Requirements

**Monitoring and Reporting:** Pursuant to 2 C.F.R. Part 200.332, recipients are responsible for monitoring and overseeing subrecipients’ use of funds and other activities related to the award to ensure that subrecipients comply with the applicable statutory and regulatory requirements, and the terms and conditions of the award.

**Financial Reporting:** Financial and performance information will be required at least annually, using OMB-approved standard government-wide information collections, as per 2 C.F.R. Part 200.328.

**Access to Records:** Pursuant to 2 C.F.R. Part 200.337, representatives have the right of access to any documents, papers, or other records of the non-federal entity which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

## **10.4. Other Requirements**

The requirements and regulations above provide a broad overview of the requirements and regulations that apply to federally funded broadband programs and are not meant to be an exhaustive list of all the requirements and regulations that subrecipients will be subject to. Other requirements include, but are not limited to:

- a) The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) in general.
- b) The Hatch Act (5 U.S.C. 1501-1508 and 7324-7328).
- c) Governmentwide Requirements for Drug-Free Workplace (31 C.F.R. Part 20).
- d) New Restrictions on Lobbying (31 C.F.R. Part 21).
- e) Protections for Whistleblowers (41 U.S.C. 4712).
- f) False Claims Act (31 U.S.C. 3729-3733).
- g) Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. Part 205).
- h) Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).

\*\*\*\*\*



TO: MELISSA ALEXANDER, PAYROLL SPECIALIST, POLICE DEPARTMENT

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW SUBAWARD FROM INDIAN RIVER STATE COLLEGE

CAO RLS FILE: 24-429

DATE: NOVEMBER 22, 2024

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I have reviewed the above Request for Legal Services (RLS) related to a subrecipient grant award to the Fort Pierce Police Department from Indian River State College. Submitted with the RLS were a Subrecipient Commitment Form and an FDP Cost Reimbursement Subaward, both of which must be signed by the Mayor. After review of the documents, please be aware of the following:

1. It is your responsibility to ensure all certifications and facts contained in these documents are factually correct. This Office only reviews for legal sufficiency. If there are questions on any of the material you have certified or included, you must confirm their accuracy with the appropriate department. Your submission of these documents to the City Commission represents your assurance everything contained in them are factually correct.
2. Subsequent to this RLS being submitted, you provided an Updated Subrecipient Commitment Form, which has been uploaded to Agenda Quick for your utilization.
3. The FDP Cost Reimbursement Subaward Agreement has been changed to delete the language in Attachment 3B-2, according to your confirmation this is not applicable to the City. An Updated FDP Cost Reimbursement Subaward Agreement has been uploaded to Agenda Quick for your utilization.
4. Please be aware the FDP Cost Reimbursement Subaward Agreement has strict requirements you must follow. A few are pointed out specifically below:
  - a. In Attachment 1, Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712): Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in

writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

- b. Any items purchased with the use of the subaward funds must not be from the companies listed below, per Attachment 1 of the FPD Cost Reimbursement form:

“Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment: Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) 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 described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.”

Per the Federal Register, “[t]he statute [Public Law 115-232] covers certain telecommunications equipment and services produced or provided by *Huawei Technologies Company* or *ZTE Corporation* (or any subsidiary or affiliate of those entities) and certain video surveillance products or telecommunications equipment and services produced or provided by *Hytera Communications Corporation*, *Hangzhou Hikvision Digital Technology Company*, or *Dahua Technology Company* (or any subsidiary or affiliate of those entities).” [emphases added]

- c. Under the FPD Cost Reimbursement form, Attachment 2, “Award Terms and Conditions,” paragraph 3, the Police Department must follow the federal grant guidelines, including procurement standards:

“Recipients and subrecipients must follow the procurement requirements outlined in 2 C.F.R. Parts 200.317 through 200.326 for the acquisition of property or services required under a federal award or subaward. *Non-federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.* The Uniform Guidance establishes 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 C.F.R. Part 200.320. 2 CFR 200.320 describes methods of procurement based on two procurement thresholds: the Micro purchase threshold (MPT) and the Simplified Acquisition Threshold (SAT).

Micro-purchase threshold (MPT) - 2 CFR 200.320(a)(1): Purchase of supplies and services for a price below the MPT, currently set at \$10,000, are not required to be solicited competitively. However, there are circumstances when a recipient may have an MPT that is greater than \$10,000. For example, all non-federal entities may increase their MPT up to \$50,000 if they follow the protocols described in 200.320(a)(1)(iv).

*Additionally, non-federal entities such as metropolitan cities, counties, non-entitlement units of local government, and Tribes may use their own MPT if they follow the protocols described in 200.320(a)(1)(iv).*

Simplified Acquisition Threshold (SAT) - 2 CFR 200.320(a)(2): Purchases of property and services at a price above the recipient's MPT and below the SAT, currently set at \$250,000, may be made following the small purchase procedures described in the definition of SAT in 2 CFR 200.1 and 2 CFR 200.320(a)(2). Procurement of property and services. Small purchase procedures. *If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.*" [emphases added]

The Updated Subrecipient Commitment Form and the Updated FDP Cost Reimbursement Subaward, as uploaded to Agenda Quick are 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.

## Multi-Purpose Community Facility at its Blackburn Educational Building

### **Executive Summary**

Indian River State College (IRSC) has been awarded a \$4M Florida Commerce grant to establish a Multi-Purpose Community Facility at its Blackburn Educational Building located in the Lincoln Park community of Fort Pierce, FL. This facility will provide needed access to education, workforce training, telehealth services, wellness activities and broadband connectivity for the citizens living in this community.

### **Project Benefits**

The grant award will be used to renovate the current facility to include upgrades to technology throughout the building, build private spaces to allow for telehealth appointments, create a multi-purpose space with access to computers and printers, and includes the installation of wireless access points external to the building to allow for public Wi-Fi connectivity. The facility will be open to the public outside of IRSC normal business hours, providing better accessibility to services. The project will support work, education and health monitoring as follows:

**\*WORK:** The facility will provide access to computers to research and complete online job applications, assistance with resume development, interview skills, a career closet and will host job fairs. Participants will be referred to CareerSource Research Coast for job search and employability services including the opportunity to receive WIOA dollars to assist with training fees and obtaining employment.

**\*EDUCATION:** IRSC focuses on educational access through efforts in recruitment, student development, and academic achievement. Participants select from programs that align with regional need allowing participants to gain the knowledge and skills needed for jobs earning a livable wage.

**\*HEALTH MONITORING:** IRSC will purchase three Telehealth Kiosk pods, one individual, one for two people and one ADA compliant pod to be located within the facility. The pods will have a desktop with video conferencing capabilities and a printer, all in a soundproof, self-cleaning and sanitized Kiosk pod. Patient visits are private, safe, and secure.

In addition to the work being completed at the IRSC Blackburn Educational Building, the Fort Pierce Police Department and Fort Pierce Utilities Authority will benefit from funding set aside to address needs within the Lincoln Park Community. Fort Pierce Utilities Authority will install a high-speed reliable network to allow this area of our community to be transformed into a SMART Neighborhood that will provide free public Wi-Fi to area residents and provide the ability to connect SMART City Assets and SMART Grid Solutions to the network. The Fort Pierce Police Department will install state-of-the-art security cameras that will link to the high-speed network in an effort to enhance security.

**Exhibit A**  
**SCOPE OF WORK**

**1. CAPITAL PROJECTS FUND:** Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, established the Capital Projects Fund ("CPF") to allow for investment into the construction and/or rehabilitation of Multi-purpose Community Facilities for the purpose of jointly and directly enabling work, education, and health monitoring. Subrecipients must commit that buildings constructed or rehabilitated through the use of Capital Projects Fund will continue to provide activities that enable work, education and health monitoring activities for a minimum of five (5) years following completion of the project.

**2. PROJECT DESCRIPTION:** Through the competitive selection process, Indian River State College ("Subrecipient"), application number BA-000773 has been selected to receive CPF funds. The Subrecipient will use its CPF funds (\$4,000,000.00) to construct/rehabilitate a publicly accessible Multi-purpose Community Facility which jointly and directly enables work, education, and health monitoring activities.

**3. SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient shall timely perform the Deliverables and Tasks described in Exhibit A, Scope of Work, herein, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. Any advertisements, media coverage or notices regarding this project must contain the following statement: "This project is being supported, in whole or in part, by federal award number CPFFN0205 awarded to the State of Florida by the U.S. Department of the Treasury." Funding from this agreement cannot be used to serve locations already served by another Internet Service Provider.

**4. COMMERCE'S RESPONSIBILITIES:** Commerce shall receive and review the Project Deliverables and, upon Commerce acceptance of the Deliverables and receipt of Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

**5. DELIVERABLES/PAYMENTS:** Subrecipient will be paid on a percentage completion milestone basis, as certified by an independent engineer. Reimbursement invoices will be submitted at 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion, for eligible activities/expenditures that directly relate to the project as described in section 2 PROJECT DESCRIPTION. Project must be completed no later than December 31, 2026.

The following activities/expenditures in relation to the broadband infrastructure project and deliverables are eligible for payment under the Capital Projects Fund:

***A. Deliverable 1***

1. Program Implementation
  - a. Administration directly related to grant activities related to this award (reports, invoicing, closeout)
  - b. Indirect Costs directly related to the administration of this award. Indirect costs must comply with the Negotiated Indirect Cost Rate Agreement (NICRA) approved by Federal Cognizant Authority. If no NICRA exists, the de minimum rate of 10% may be used in accordance with 2 CFR 200.414.
  - c. Property acquisition or leasing

***B. Deliverable 2***

1. Engineering and Design
  - a. Engineering and design plans and blueprints directly related to the project

- b. Environmental studies required under the National Environmental Policy Act (NEPA)
- c. Permitting costs associated with the project

**C. Deliverable 3**

1. Construction Costs

- a. Mobilization
- b. All costs associated with materials and labor essential to completing the project.

<b>Deliverable No. 1: Project Implementation</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Subrecipient shall complete activities as specified in Section 5.A, of this Scope of Work.	Subrecipient may request reimbursement in accordance with the Scope of Work as evidenced by submission of the following:  1. Invoice package in accordance with the Scope of Work noting completed tasks as well as payroll, timesheets, and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in \$500.00 reduction per day up to a maximum of \$10,000.00 or twenty percent (20%), whichever is lesser, for this Deliverable.
<b>Deliverable Cost Not To Exceed: \$20,000.00</b>		
<b>Deliverable No. 2 Engineering and Design</b>		
Subrecipient shall complete all activities, as specified in Section 5.B, of this Scope of Work.	Subrecipient may request reimbursement upon completion of deliverable 2 as evidenced by submission of the following:  1. Engineering design, working drawings and associated cost estimates, if applicable; 2. Copies of all required permits, if applicable; 3. Copy of Environmental Review/Assessment; and 4. Invoice package in accordance with the Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in \$500.00 reduction per day up to a maximum of \$10,000.00 or twenty percent (20%), whichever is lesser, for this Deliverable.
<b>Deliverable Cost Not To Exceed: \$120,000.00</b>		
<b>Deliverable No. 3 Construction</b>		
Subrecipient shall complete all activities, as specified in Section 5.C, of this Scope of Work, which shall be completed no later than December 31, 2026.	Subrecipient may request reimbursement upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion of the deliverable as evidenced by submission of the following:	Failure to complete the Minimum Level of Service as specified shall result in non-payment

	1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying the percentage of project completion; 2. Photographs of the project in progress; and 3. Invoice package in accordance with this Scope of Work.	
<b>Deliverable Cost Not To Exceed: \$3,860,000.00</b>		
<b>TOTAL COST NOT TO EXCEED: \$4,000,000.00</b>		

#### 6. REPORTING:

- a. Monthly: Subrecipient shall report the information identified below through the Subrecipient Enterprise Resource Application (SERA), monthly, all progress relating to the tasks identified in Section 5, Scope of Work. Monthly reports are due to Commerce no later than 10 calendar days after the end of each month of the program year and shall be sent each month until submission of the close-out report. Reporting items are:
  - 1) Completion of any tasks and/or deliverables completed during the reporting period
  - 2) Percentage of project completion
  - 3) Any identified impediments to on-time project completion
- b. Minority and Service-Disabled Veteran Business Enterprise Report: Subrecipient shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Subrecipient shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.
- c. Close-out Report: No later than 60 calendar days after project completion, or after this Agreement is terminated, Subrecipient shall provide copies of all remaining invoices, submit documentation of completed work and submit a final monthly report in accordance with this section.

#### 7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Subrecipient in accordance with the schedule and in the amount identified per milestone in Section 5 table above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for payment, costs must be in compliance with laws, rules, and regulations applicable to expenditures of Federal and State funds, including, but not limited to, 2 C.F.R. Part 200 as relaxed under Treasury Guidance of May 17, 2023, and the Reference Guide for State Expenditures.

- a. Subrecipient shall provide invoices in accordance with the Deliverables table above in Section 5 for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice:
  1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
  2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.

4. Photographs of the project in progress and completed work;
  5. A copy of all supporting documentation for vendor payments;
  6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- c. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
  - d. All documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA) and retained by the Subrecipient through the end of the Federal Interest period, December 31, 2034, for Commerce's review. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.
  - e. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in the Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
    - 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that demonstrates financial hardship; or
    - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
8. **NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Subrecipient shall report all known or suspected instances of Subrecipient, or Subrecipient's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.
9. **Reserved.**
10. **NON-DISCRIMINATION:** Subrecipient shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Subrecipient shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.
11. **OWNERSHIP AND DISPOSITION OF PROJECT PROPERTY:**
- a. "Disposition" as used herein, shall include, but is not limited to, Subrecipient no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property.
  - b. "Nonexpendable property" (also: Agreement Property) means tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or greater per unit.
  - c. The Federal Interest Period lasts until December 31, 2034. Title to Agreement Property acquired or improved under the award, vests in the Subrecipient, subject to the condition that, for the duration of the Federal Interest Period, the Subrecipient:
    - 1) Must use the Agreement Property for the authorized purpose(s) of the project in the same manner as comparable real property and equipment within their networks in the ordinary course of business, subject to the rights of disposition noted below;
    - 2) Must continue to provide internet service to the service areas and at the standard initially agreed upon by Commerce and Subrecipient;

- 3) Must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services, as required under Section 3 of this Agreement.
  - 4) Must comply with the requirements of section 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
  - 5) Must comply with the use and management requirements for equipment in sections 2 CFR 200.313(c)(4) and 313(d) as amended by Treasury Guidance of May 17, 2023 which may be satisfied by applying the Subrecipient's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
  - 6) Must maintain records of real property that include an indication of the applicable federal interest;
  - 7) May dispose of Agreement Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Agreement Property.
  - 8) May otherwise sell or transfer Agreement Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and acknowledgement of the successor or transferee of the federal property interest; and
  - 9) Must notify the Office and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Subrecipient or any affiliates.
- d. Pursuant to 2 C.F.R. 200.316, for the duration of the Federal Interest Period, the Subrecipient must hold Agreement Property in trust for the beneficiaries of this broadband infrastructure project.
  - e. Subrecipient shall provide advance written notification to Commerce, if during the Federal Interest Period, Subrecipient proposes to take any action that will impact Subrecipient's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, then the Subrecipient must follow the applicable disposition procedures as outlined within the [SLFRF and CPF supplementary Broadband Guidance](#). This first requires obtaining disposition instructions from Commerce prior to disposal. Commerce will provide disposal instructions in alignment with the requirements under Treasury and Uniform Guidance.
  - f. The provisions of this Section 11 shall expire upon termination of the Federal Interest Period, upon which time Subrecipient shall retain title to all Agreement Property acquired or improved with the Agreement's funds.

- End of Exhibit A (SCOPE OF WORK) -

**City Commission Regular Meeting - 5:05 pm**

**11. b.**

**Meeting Date:** 12/16/2024

**Re:** Request Approval of a Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Agreement for a City of Fort Pierce Comprehensive Vulnerability Assessment

**Submitted For:** Tracy Telle, Assistant City Engineer, Engineering

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**SUBJECT:**

Approval for a Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Agreement for a City of Fort Pierce Comprehensive Vulnerability Assessment (FDEP) Grant Agreement.

**SUMMARY:**

The Florida Department of Protection (FDEP) Resilient Florida Program includes a selection of grants that are available to counties, municipalities, special districts with specific responsibilities and regional entities. The program was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise. The Resilient Florida Program offers grants for community planning as well as grants to implement projects that adapt critical assets to risk associated with flooding and sea level rise. Communities that have yet to perform a vulnerability assessment pursuant to statutory requirements will be prioritized for funding. Local governments are eligible to apply for project implementation funding after conducting a vulnerability assessment, evaluation, report or other similar document that demonstrates a risk of flooding due to sea level rise to critical asset or the project area.

The City of Fort Pierce was awarded a FDEP Resilient Florida Grant to complete a Comprehensive Vulnerability Assessment (VA) in the amount of \$159,655.00. The City strives to improve the water quantity conveyance, water quality discharges and relieve spot flooding throughout the City. In 2005, the City prepared a Stormwater Master Plan which identified locations within the City that did not meet the City's stormwater level of service standard relative to conveyance, water quality and flooding. The City desires to prepare a Stormwater Master Plan (SWMP) update to reassess the City's stormwater infrastructure to include a vulnerability assessment pursuant to Florida Statute 380.093. The vulnerability assessment is to identify or address risks of inland or coastal flooding and sea level rise.

The completion of the Comprehensive Vulnerability Assessment will be pursued through a Specific Authorization with Kimley-Horn and Associates, who completed the City's 2005 Citywide Stormwater Master Plan (SWMP). The 2005 SWMP is in need of updating and the Vulnerability Assessment through the Resilient Florida Grant is the first step in updating the SWMP.

A previous FDEP Grant Agreement was approved at the August 5th, 2024 City Commission Meeting. However, due to FDEP's initiated revision of the Agreement and its exhibit forms, an updated request for approval is submitted after review for form and correctness by the City Attorney's office. FDEP has specified that the Grant Agreement is executed and returned

within 60-days of the email notification dated October 29, 2024. Additionally, the grant tasks have specific completion due dates beginning January 31, 2025, with the final Comprehensive Vulnerability Assessment Report due March 31, 2026.

This is a fully reimbursable grant in the amount of \$159,665.00.

**RECOMMENDATION:**

Staff recommends approval of the grant agreement.

**ALTERNATIVES:**

Deny and forego the grant funding

**RESPONSIBLE STAFF:**

Engineering Department

**COORDINATED WITH:**

Florida Department of Environmental Protection (FDEP)  
Kimley-Horn & Associates

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 25/26  
**Account:** 403-4300-534900  
**Amount:** \$159,665.00

**FISCAL IMPACT:**

The FDEP Resilient Florida Grant is a fully reimbursable grant in the amount of \$159,665.00. SMU Account 403-4300-534900.

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**Attachments**

FDEP Vulnerability Grant Agreement for Execution  
City Attorney Memo

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Finance Department	Karen Logue	12/05/2024 03:29 PM
City Manager	Linda Cox	12/06/2024 11:57 AM
Form Started By: Venetia Barnes		Started On: 12/04/2024 05:27 PM
Final Approval Date: 12/06/2024		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): City of Fort Pierce Comprehensive Vulnerability Assessment Agreement Number: 24PLN31

2. Parties State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Fort Pierce Entity Type: Local Government

Grantee Address: 100 North US Highway 1  
Fort Pierce, Florida 34950 FEID: 59-6000322 (Grantee)

3. Agreement Begin Date: 7/1/2023 Date of Expiration: 6/30/2026

4. Project Number: \_\_\_\_\_ Project Location(s): St. Lucie County, Florida  
(If different from Agreement Number)

Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$ 159,665.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY 23-24 GAA Line Item #1820</b>	<b>\$ 159,665.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			<b>\$ 159,665.00</b>

6. Department's Grant Manager Name: \_\_\_\_\_ or successor

Address: Resilient Florida Program  
3900 Commonwealth Boulevard, MS230  
Tallahassee, Florida 32399

Phone: 850-245-2833

Email: Christine.LouisJeune@FloridaDEP.gov

Grantee's Grant Manager Name: John R. Andrews II or successor

Address: City of Fort Pierce  
100 North US Highway 1  
Fort Pierce, Florida, 34950

Phone: 772-467-3773

Email: jandrews@cityoffortpierce.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

**IN WITNESS WHEREOF**, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

**GRANTEE**

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed

**Linda Hudson, Mayor**

\_\_\_\_\_  
 Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

\_\_\_\_\_  
 Print Name and Title of Person Signing

Additional signatures attached on separate page.

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ORCP Additional Signatures

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DEP Grant Manager, Christine Louis-Jeune

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DEP QC Reviewer, Stephanie Link

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Grantee may add additional signatures below, if needed.

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STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### 6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

#### **21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where**

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### 25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

#### 26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

#### **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

#### **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/vfsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

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

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 24PLN31

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is City of Fort Pierce Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

## 8. Insurance Requirements

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

## 10. Retainage.

No retainage is required under this Agreement.

## 11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## 12. State-owned Land.

The work will not be performed on State-owned land.

## 13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## 14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 24PLN31**

**ATTACHMENT 3**

**PROJECT TITLE:** City of Fort Pierce Comprehensive Vulnerability Assessment

**PROJECT LOCATION:** The Project is located in Fort Pierce within St. Lucie County, Florida.

**PROJECT DESCRIPTION:**

The City of Fort Pierce (Grantee) will complete the City of Fort Pierce Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

**TASKS AND DELIVERABLES:**

**Task 1: Identify Vulnerability Assessment Data Standards**

**Description:** The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

**Deliverables:** Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

**Task 2: Kick Off Meeting**

**Description:** The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

**Deliverables:** The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;

**Task 3: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's

GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the “Identify Vulnerability Assessment Data Standards” task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA’s extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

**Deliverables:** The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

#### **Task 4: Exposure Analysis**

**Description:** The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

#### **Task 5: Sensitivity Analysis**

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

### **Task 6: Identify Focus Areas**

**Description:** The Grantee will identify focus areas following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

### **Task 7: Final Vulnerability Assessment Report, Maps, and Tables**

**Description:** The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4** A signed Vulnerability Assessment Compliance Checklist Certification.

### **Task 8: Public Presentation**

**Description:** The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;

- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

### **Task 9: Local Mitigation Strategy**

**Description:** The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

**Deliverables:** The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of

Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$5,500	\$0	\$5,500	7/1/2023	1/31/2025
3	Acquire Background Data	Contractual Services	\$20,000	\$0	\$20,000	7/1/2023	4/30/2025
4	Exposure Analysis	Contractual Services	\$36,000	\$0	\$36,000	7/1/2023	10/31/2025
5	Sensitivity Analysis	Contractual Services	\$36,000	\$0	\$36,000	7/1/2023	10/31/2025
6	Identify Focus Areas	Contractual Services	\$20,000	\$0	\$20,000	7/1/2023	10/31/2025
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$35,000	\$0	\$35,000	7/1/2023	3/31/2026
8	Public Presentation	Contractual Services	\$5,500	\$0	\$5,500	7/1/2023	3/31/2026
9	Local Mitigation Strategy	Contractual Services	\$1,665	\$0	\$1,665	7/1/2023	3/31/2026
<b>Total:</b>			<b>\$159,665</b>	<b>\$0</b>	<b>\$159,665</b>		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

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

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

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

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

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 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 \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$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, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- 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 (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT -1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.*

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

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:**

Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					
	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:**

State Program	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Program	\$159,665.00	140078
State Program B						
	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$159,665.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]).

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”
6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement’s Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement’s Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement’s Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

#### **Implementation Grants**

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

#### **Grants Funded with American Rescue Plan Act (ARPA) Funds**

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 24PLN31**

**CITY OF FORT PIERCE COMPREHENSIVE VULNERABILITY ASSESSMENT**

**City of Fort Pierce**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN31

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/video/audio/artwork/recording  
file name(s): \_\_\_\_\_

Location of photo/video/audio  
recording/artwork: \_\_\_\_\_

Name of person accepting Work submission \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 24PLN31

Project Title: City of Fort Pierce Comprehensive Vulnerability Assessment

Grantee: City of Fort Pierce

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Subcontractor: \_\_\_\_\_

*Note: Submit separate Exhibit H Certification for each additional subcontractor.*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

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Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT I  
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

**Exhibit J**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Fort Pierce is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



TO: VENETIA BARNES, STORMWATER ENGINEER MANAGER, ENGINEERING  
 FROM: ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY **AHD**  
 THROUGH: SARA HEDGES, CITY ATTORNEY **SH**  
 RE: RE-REVIEW FDEP GRANT AGREEMENT – COMPREHENSIVE VULNERABILITY ASSESSMENT  
 CAO RLS FILE: 24-418  
 RELATED RLS 24-277 – INITIAL REVIEW OF FDEP GRANT AGREEMENT (7/16/24)  
 RELATED RLS 24-333 -- REVIEW OF SA NO.8 FOR KIMLEY-HORN AND ASSOCIATES FOR  
 COMPREHENSIVE VULNERABILITY ASSESSMENT PURSUANT TO FDEP GRANT AGREEMENT (8/26/24)  
 DATE: NOVEMBER 18, 2024

This Request for Legal Services (“RLS”) asks the City Attorney’s Office to review a Comprehensive Vulnerability Assessment Grant Agreement between the Department of Environmental Protection (the “DEP”) and the City (the “Revised Agreement”).

**A. The Original DEP Grant Agreement**

A 44-page DEP Grant Agreement was reviewed and approved by this Office on July 16, 2024, pursuant to RLS 24-277 (the “Original Agreement”).

In August of 2024, the Department submitted RLS 24-333 to this office seeking review and approval of Specific Authorization Number 8 for Kimley-Horn and Associates to conduct the Comprehensive Vulnerability Assessment pursuant to the Original DEP Grant Agreement (“SA No. 8”). SA No. 8 was returned by this Office with comments, and I do not know if it has been executed.

The Original DEP Grant Agreement was signed by Mayor Hudson on October 4, 2024.

**B. The Revised DEP Grant Agreement**

Thereafter, the Department learned that the agreement executed by the City was obsolete and that the DEP required the City to execute a Revised Grant Agreement.

The Revised Agreement contains multiple sections. The chart below lists the sections, indicates the revision date for each section, and states whether the section was previously reviewed and approved by this Office.

		Number of pages	Revision date	Previously reviewed?
	Standard Grant Agreement	3 pages	6/23/23	RLS 24-277
Att. 1	Standard Terms and Conditions Applicable to Grant Agreements	14 pages	10/1/24	NEW
Att. 2	Special Terms and Conditions	3 pages	6/27/24	NEW

Att. 3	Grant Work Plan	5 pages	9/9/24	NEW
Att. 4	Public Records Requirements	1 page	4/8/24	NEW
Att. 5	Special Audit Requirements	7 pages	10/1/24	NEW
Att. 6	Program-Specific Requirements	3 pages	9/9/24	NEW
Ex. A	Progress Report Form	1 page w/link	7/1/24	NEW
Ex. C	Payment Request Summary Form	1 page w/link	12/2/19	RLS 24-277
Ex. F	Final Project Report	2 pages	6/30/23	RLS 24-277
Ex. G	Release Form for Photographs, Videos, Audio Recordings and Artworks	1 page	11/19/21	RLS 24-277
Ex. H	Contractual Services Certification	1 page	4/8/24	RLS 24-277
Ex. I	Certification Checklist	1 page w/link	7/1/24	NEW
Ex. J	Common or Contracted Carrier Attestation Form	1 page	8/22	RLS 24-277

### **C. Comments, Caveats, and Suggestions from the City Attorney's Office**

Pursuant to this RLS (24-418), I have reviewed only those sections marked as NEW above. Two of the new sections (Attachment 1 and Attachment 3) contain important terms which are discussed below.

#### **Attachment 1 - Standard Terms and Conditions**

**¶ 7(b). Financial Consequences for Nonperformance:** Under this paragraph, if the City fails to meet a deadline for any deliverable, the DEP **will** reduce the City's invoice by 1% **for each day the deadline is missed** unless an extension is approved by the DEP in writing. This daily penalty could drastically reduce the amount of grant money the City receives from the DEP.

**¶ 8(i). Payment:** Under this paragraph, **to ensure the availability of funds**, the City's final payment request must be submitted no later than 60 days following the expiration date of the Agreement.

**¶ 12(c). Insurance:** This paragraph mandates that the City must provide proof of insurance **prior to performance of any work**.

**¶ 17. Force Majeure:** Under this paragraph, if the City's performance is delayed due to a *force majeure* event, the City **must report the event** within specific deadlines set forth in Paragraph 17.

\*\* This Office recommends reviewing the *force majeure* clause in the Kimley-Horn agreements to ensure that similar language binds the Contractor in the event the Contractor's performance is excusably delayed due to a *force majeure* event. If this language has not been included in the agreements, SA No. 8 should be amended.

**¶ 22(a). Statutory Notices – unauthorized aliens:** Language found in this paragraph must be included in all subcontracts.

\*\* This Office recommends reviewing the Kimley-Horn agreements to ensure that the requisite language related to employment of unauthorized aliens has been included.

¶ 23(a). Compliance with Federal, State and Local Laws (including nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements): Language found in this paragraph must be included in all subcontracts.

\*\* This Office recommends reviewing the Kimley-Horn agreements to ensure that the requisite language related to compliance with Federal, State and Local Laws (including nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements) has been included.

¶ 23(d). Venue: Under this paragraph, if any dispute arises under the Revised Agreement, the dispute must be resolved in Leon County courts.

¶ 28. Record Keeping: This paragraph mandates that the City and its subcontractors maintain their records for audit purposes **for five years** following the termination (or completion date) of the Revised Agreement.

\*\* This Office recommends reviewing the Kimley-Horn agreements to ensure that the Contractor is required to maintain its records for the requisite five years. If a shorter length of time is provided by the agreements, SA No. 8 should be amended.

¶ 29(a). Audits by Inspector General: Language found in this paragraph related to cooperation with the Inspector General in any investigation, audit, inspection, review, or hearing must be included in all subcontracts.

\*\* This Office recommends reviewing the Kimley-Horn agreements to ensure that the requisite language has been included. If it has not been included, SA No. 8 should be amended.

#### Attachment 3 - Grant Work Plan

Attachment 3 contains a list of nine Tasks with Deliverables for each Task. The Tasks and Deliverables are the same in the Revised Agreement as in the Original Agreement.

Attachment 3 also includes a Project Timeline and Budget Detail which is identical to the Project Timeline and Budget Detail found in the Original Agreement.

Please note that under the Revised Agreement all Deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration **or the Consequences for Non-Performance shall apply.**

Consequences for Non-Performance: The Revised Grant Work Plan reduces funding for each Task by **5% per day** for each Deliverable not received by the Task Due Date. *This new daily penalty could drastically reduce the amount of proceeds received from the DEP.*

\*\* This Office recommends adding this new penalty provision to SA No. 8.

\*\* SA No. 8 should be carefully reviewed to confirm that the deadlines imposed on the Contractor align with the DEP's Task Due Dates.

#### D. Conclusion

While the Revised Agreement is approved as to form and correctness, this Office recommends that the Department review the Kimley-Horn Agreements carefully amend as necessary.

/ahd

**City Commission Regular Meeting - 5:05 pm**

11. c.

**Meeting Date:** 12/16/2024

**Re:** Petsmart Charities Adoption Partnership

**Submitted For:** Janey Vanderhorst, Code Compliance Supervisor, Code Enforcement

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**SUBJECT:**

Approval for a partnership between the Fort Pierce Animal Adoption Center and PetSmart Charities.

**SUMMARY:**

Partnering with PetSmart Charities presents numerous valuable benefits and opportunities, including access to off-site adoption event spaces, complimentary dog training sessions for adopters, post-adoption spay/neuter programs, and eligibility for grant funding exceeding \$500 million dedicated to animal welfare. Additionally, PetSmart Charities will provide financial support for each adoption completed on their property. Their mission is to enhance the lives of pets by collaborating with community partners committed to promoting pet well-being.

It is recommended that the City Commission approve the partnership between the Fort Pierce Animal Adoption Center (FPAAC) and PetSmart Charities to enhance animal adoption efforts. The City Attorney has concerns regarding the Indemnification language in the final draft of their agreement, but subsequent discussions with the Acting City Manager led to a thorough review of the agreement. After evaluating the terms and acknowledging the significant benefits this partnership will bring to the animals in our care, the Acting City Manager supports the approval of this initiative.

This collaboration offers a vital opportunity to increase adoptions by providing an additional avenue for connecting pets with loving homes. With access to PetSmart Charities' resources, including adoption event space, post-adoption support, and grant opportunities, this partnership is expected to substantially improve outcomes for animals at the FPAAC while reducing the shelter population. Approval of this agreement will directly align with the City's mission to enhance animal welfare and community engagement.

**RECOMMENDATION:**

Staff recommends approval.

**ALTERNATIVES:**

Denying this request will greatly impact animal adoption efforts.

**RESPONSIBLE STAFF:**

Summer Rulapaugh, FPAAC Operations Manager

**COORDINATED WITH:**

Petsmart Charities  
Sara Hedges, City Attorney  
Andreas Duenas, Assistant City Attorney  
Janey Vanderhorst, Deputy Director Community Response  
Peggy Arraiz, Director Community Response

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### Fiscal Impact

#### OTHER INFORMATION:

The Fort Pierce Animal Adoption Center (FPAAC) is hoping for a partnership with PetSmart Charities to enhance pet adoption efforts. This collaboration would allow FPAAC to host adoption events at local PetSmart stores, providing greater visibility for adoptable animals and increasing their chances of finding permanent homes.

Fiscal Impact:

**Cost Savings:** Utilizing PetSmart's donated retail space for adoption events eliminates the need for FPAAC to secure and fund separate venues, resulting in direct cost savings.

**Revenue Generation:** PetSmart Charities offers financial incentives for each adoption finalized on their premises, providing an additional revenue stream to support FPAAC's operations.

**Grant Opportunities:** Partnering with PetSmart Charities grants FPAAC access to substantial funding opportunities, as the organization has allocated over \$500 million toward animal welfare initiatives.

**Enhanced Resources:** The partnership includes benefits such as complimentary dog training sessions for adopters and post-adoption spay/neuter programs, which can reduce FPAAC's expenditures on these services.

Overall, this partnership is expected to positively impact the City's budget by reducing operational costs and generating additional revenue, while significantly advancing animal welfare objectives.

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### Attachments

Petsmart Charities Agreement with City Attorney Cover Memo

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### Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	12/06/2024 04:34 PM
Form Started By: Janey Vanderhorst		Started On: 12/06/2024 02:05 PM
Final Approval Date: 12/06/2024		



TO: PEGGY ARRAIZ, DIRECTOR OF COMMUNITY RESPONSE  
FROM: ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY **AHD**  
THROUGH: SARA HEDGES, CITY ATTORNEY *SH*  
RE: NEGOTIATE FINAL VERSION PETSMART CHARITIES ADOPTION PARTNER AGREEMENT  
CAO RLS FILE: 24-334 AND 24-365  
DATE: NOVEMBER 12, 2024 – SUPPLEMENTAL MEMO

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This Request for Legal Services (RLS) asks the City Attorney's Office ("Office") to review and approve an Adoption Partner Agreement between PetSmart Charities Inc. ("PetSmart") and the City of Fort Pierce ("City").

There are three attachments to this Supplemental Memo:

- (1) Final Agreement – Approved by PetSmart on November 5, 2024
- (2) CAO Memo from RLS 24-334 (August 28, 2024)
- (3) CAO Memo from RLS 24-365 (Sept. 24, 2024)

This Office was able to work with the attorney for PetSmart and resolve all of our concerns except for the Indemnification provision (¶12-D).

PetSmart insists on the Indemnification language and made that very clear from the outset. If the City wishes to partner with PetSmart, the City must sign the attached Final Agreement with the Indemnification provision intact.

As stated in my previous memos, this Office does not recommend entering into an Agreement that requires the City to indemnify or defend another party. The Agreement is otherwise approved as to form and correctness.

If you have any questions as to how to proceed, please do not hesitate to contact this Office.

/ahd



**PETSMART**  
**Charities**  
Adoption Partner Agreement

This Adoption Partner Agreement (this “Agreement”) is entered into as of the last date signed below between PetSmart Charities Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (“Code”), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 (“Charities”), and the City of Fort Pierce, a Florida municipal corporation, whose address is 100 North U.S. Highway 1, Fort Pierce, FL 34950 (“Adoption Partner”).

### **Section 1 – PetSmart Charities Adoption Program**

- A. Adoption Program. Subject to the terms of this Agreement, Charities agrees to permit Adoption Partner to participate in the Charities’ adoption program (“Adoption Program”) located at one or more PetSmart Charities Adoption Centers or other space at PetSmart retail stores, or in the case of special events, locations specified by Charities (“Adoption Center”). The Adoption Program’s sole purpose is to help facilitate and provide a location to facilitate adoptions of dogs, cats, or other certain pets (“Pets”). Adoption Partner acknowledges that in addition to its organization, other adoption agencies may also be permitted by Charities to hold adoptions at the same time and location as the Adoption Partner.
- B. Adoption Policies. In addition to the terms and conditions contained in this Agreement, Adoption Partner acknowledges that it has received, and agrees that it and its employees and volunteers will comply with, any policies, procedures and/or manuals (collectively the “Policies”) as provided to Adoption Partner by Charities and/or PetSmart LLC (“PetSmart”), including any future changes to those policies, procedures and/or manuals provided by Charities and/or PetSmart to the Adoption Partner (e.g., email notice, etc.). Charities reserves the right to amend such adoption policies in its sole and absolute discretion and will update Adoption Partner of any changes.
- C. Adoption Process. Subject to this Agreement and applicable law, Adoption Partner will use its own adoption policies and procedures when offering Pets for adoption, and will make the final decision in the adoption of a Pet. Adoption Partner shall retain ownership of each Pet until the adoption process for such Pet is complete. Adoption Partner will require an adoption release form or other similar document specified by Charities to be signed by the adopting party.
- D. Adoption Assistance. If mutually agreed upon by Adoption Partner, Charities, and PetSmart, Charities may, through its relationship with PetSmart, facilitate use of PetSmart employees to support the Adoption Center, which may include conducting adoptions, providing care for Pets, and maintaining the facilities. In such event, Adoption Partner hereby authorizes Charities and/or PetSmart to carry out those activities agreed upon and to provide all reasonably necessary training on Adoption Partner’s practices, policies, and procedures.
- E. Adoption Center. Adoption Partner shall have the use of the Adoption Center free of rent or costs. The parties will mutually agree upon one or more Adoption Center locations and the date Adoption Partner will begin use of each Adoption Center. Additional locations may be added from time to time as deemed necessary by both parties. Additional locations and/or change of locations can be accomplished upon written request by Adoption Partner and written approval of such request by Charities in its sole and absolute discretion.
- F. Damage to Adoption Center. Adoption Partner will be responsible for any damage to the Adoption Center or related equipment caused by Adoption Partner, its staff, volunteers, Pets, or any other person or animal acting on or under Adoption Partner’s direction or control. Adoption Partner will, at its sole expense, maintain the Adoption Center in a clean, sanitary and orderly fashion and take preventative action to minimize the spread of communicable diseases among Pets. Adoption Partner is responsible for ensuring that the area is clean, fully sanitized and disinfected prior to departure. Nothing herein is intended to or shall be construed to be a waiver of Adoption Partner’s sovereign immunity under Section 768.28, Florida Statutes, nor to increase any limits therein.
- G. Adoption Rewards. Charities may elect to provide certain monetary grants in conjunction with the Adoption Program (“Rewards”). Charities, in its sole and absolute discretion may determine the election, amount, modification, or termination of Rewards. Adoption Partner agrees to use such Rewards in the furtherance of its charitable purpose,

specifically its Pet adoption program, or if permitted by Charities, other charitable purposes advancing animal welfare. Adoption Partner may not use Rewards for lobbying or political activities, or any purpose not permitted by the Code.

- H. Adoption Center Supplies. Charities may elect to provide products or pet food (collectively “Product”) for use by Adoption Partner solely for the operation of the Adoption Center. Charities, in its sole and absolute discretion may determine the election, modification, or termination of Product. Adoption Partner understands and agrees that Product is provided in “as-is” condition and that Charities and PetSmart make NO WARRANTY, COVENANT OR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING THE PRODUCT, INCLUDING WITHOUT LIMITATION, THEIR DESIGN OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (EXCEPT CHARITIES WARRANTS IT HAS GOOD TITLE TO THE PRODUCT AND CAN TRANSFER GOOD TITLE TO ADOPTION PARTNER), NEITHER CHARITIES NOR PETSMAST SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED OR INCURRED BY ADOPTION PARTNER OR A THIRD PARTY AS A RESULT OF THE USE, OR CONSUMPTION OF THE PRODUCT. Adoption Partner waives any and all claims against and releases Charities and/or PetSmart from all liability associated with the use or consumption of the Product. Adoption Partner further understands and agrees that the U.S. Food and Drug Administration (“FDA”) regulations specify that protein derived from mammalian tissues is not to be used in ruminant feed and that the feeding of any pet food included with any Product to cattle or other ruminant animals is expressly prohibited by federal regulations.
- I. Reporting. Adoption Partner is required to submit the impact report(s) related to the Adoption Program specified by Charities along with any other information reasonably requested by Charities.
- J. Pet Eligibility. Except as specified in the Policies, all Pets must be spayed or neutered, and evaluated and deemed to be healthy, safe for interaction, adoptable, and in compliance with any applicable laws and regulations prior to placement in the Adoption Program. Pets showing or previously having shown any signs of aggression are strictly prohibited from the Adoption Program. Adoption Partner will isolate Pets at the first sign of illness or aggression and remove such Pets immediately from the Adoption Center and PetSmart premises.
- K. Request for Removal of Pet. Charities or its designee may require Adoption Partner to immediately remove any Pet from the Adoption Center or PetSmart premises as may be reasonably necessary to comply with Charities’ Adoption Policies, operate the Adoption Program, ensure the safety or well-being of any Pet or person, or comply with any applicable law or regulation, in Charities’ sole discretion.
- L. Employees and/or Volunteers. Adoption Partner agrees that Adoption Partner’s employees who are working or facilitating adoptions in the Adoption Program must be at least 18 years old. Adoption Partner’s volunteers must be at least 16 years old and properly supervised by the Adoption Partner. Volunteers under the age of 18 must always be accompanied and supervised by an adult. Adoption Partner and its employees and volunteers must always maintain a clean, neat and professional appearance, and conduct themselves in a professional and courteous manner. Adoption Partner shall only permit its employees and volunteers to participate in the Adoption Program.
- M. Agreement. Adoption Partner agrees to require all employees and volunteers working on behalf of Adoption Partner in conjunction with the Adoption Program to sign an agreement with Adoption Partner acknowledging that they are aware of and agree to comply with all policies, procedures and manuals, including this Agreement.
- N. Potential Removal. In the event Charities or PetSmart has any objection to any Adoption Partner employee or volunteer, Charities or PetSmart shall have the right to require Adoption Partner to commence appropriate procedures to remedy the basis of any such objection. Upon reasonable request, PetSmart or Charities, in its sole discretion, may require the removal of the employee or volunteer from the Adoption Center or any other designated areas.
- O. Prohibited Conduct. Adoption Partner, its employees, volunteers or agents, may not, directly or indirectly, during the term of this Agreement:
1. Sell, gift or generally compete with any of the products and/or services sold by PetSmart (such as grooming, pet training and veterinary services) while in the Adoption Center or on PetSmart premises.
  2. Conduct fundraising activities while in the Adoption Center or on PetSmart premises, including directly soliciting donations; except Adoption Partner is welcome to collect donations through use of a donation collection canister located where adoptions are being performed.

3. Interfere in any way with the conduct of the business of PetSmart, Charities or any customer, tenant or occupant of the PetSmart store or shopping center while in the Adoption Center or on PetSmart premises participating in the Adoption Program.
4. Allow any person or other organization to use its Adoption Group Number as assigned by Charities, its tax identification number, or participate in the Adoption Program using its name or identity.

In addition, during the term of this Agreement, Adoption Partner and its employees, volunteers, or agents will not make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) or disparage Charities and PetSmart. In the event a negative statement is made, upon notice from Charities (email to suffice), Adoption Partner will use commercially reasonable efforts consistent with Chapter 119, Florida Statutes, and Florida's Public Records laws, to have the negative statement taken down or removed from any platform, and Charities may immediately terminate this Agreement for cause. Violation of this paragraph shall not give to any cause of action, including but not limited to, any cause of action for breach of contract, slander, or libel.

## **Section 2 – General Provisions**

A. Representations. Adoption Partner represents to Charities, as of the date of this Agreement and at all times during the term, that:

1. Adoption Partner is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use any Rewards exclusively for public purposes, or (iii) an "Indian tribal government," under Section 7701(a)(40) of the Code, that is treated as a State that will use any Rewards exclusively for public purposes.
2. Adoption Partner holds and will maintain any and all licenses, permits and registrations necessary or appropriate to operate and fulfill Adoption Partner's mission.
3. Adoption Partner is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
4. Adoption Partner is not on any federal terrorism "watch list" and any Rewards will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
5. Adoption Partner agrees that all representations or statements made by Adoption Partner in any application or any related communications from or on behalf of Adoption Partner are true and accurate in all material respects. Adoption Partner will notify Charities promptly in writing of any changes in such representations or statements.

B. Audit. Adoption Partner agrees to maintain adequate books, records and other documents showing compliance with this Agreement. During the term of the Agreement and for two (2) years afterwards, Charities or its designee may audit or review Adoption Partner's books, records, and operations to confirm Adoption Partner's compliance with the terms of the Agreement. Any such request will be made with at least ten (10) business days' prior notice and during normal business hours; provided however, that in the event Charities has a bonafide reason to believe, in its sole discretion, that there may be issues related to the welfare of any people or animals associated with Adoption Partner, Adoption Partner shall permit such audit with no notice. Adoption Partner will provide Charities with the requested records and will fully cooperate with Charities. Adoption Partner acknowledges and agrees that any such audit may include, without limitation, (i) an on-site or in person inspection, (ii) observation of Adoption Partner's facilities and operations, and (iii) personnel interviews, including without limitation, employees and volunteers. During any such audit or review, Charities may, in its sole discretion, suspend participation in the Adoption Program and withhold any unpaid Rewards pending the outcome of the audit or review. Adoption Partner expressly grants permission to Charities or its designees to discuss with, or request documentation from, third parties about Adoption Partner related to performance under this Agreement. Adoption Partner agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Agreement. In addition, Adoption Partner agrees to retain and make available all records for Pet licensing and registration, adoptions and adopter information, adoption policies and procedures, as well as any other records required by law related to any Pet or operation of the Adoption Center.

C. Independent Entities. Nothing in this Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. The parties agree that Adoption Partner is an independent entity solely responsible for itself, its employees, volunteers, agents, and its Pets. Each party shall be solely responsible for the acts and omissions of its respective officers, agents, servants, employees, representatives and subcontractors during and after the term of this Agreement.

- D. Indemnification. Adoption Partner shall defend, indemnify and hold harmless Charities and PetSmart, including their respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Adoption Partner's: breach of this Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Rewards; participation in the Adoption Program, including injury or damage caused by or involving Adoption Partner's Pets; possession, storage, use, consumption and disposal of any Product; employment and/or worker compensation claims; or violation of applicable law. Notwithstanding the foregoing, this provision shall not be applicable if Adoption Partner is a governmental entity and as such, is prohibited by law from indemnifying Charities.
- E. Equal Opportunity. Adoption Partner agrees that it will not discriminate by reason of race, color, creed, religion, national original, age, sexual orientation, disability, veteran status, gender, marital status or any other legally protected status.
- F. Publicity. Adoption Partner agrees that it will acknowledge Charities' support in any promotional materials related to its participation in the Adoption Program, including websites and social media platforms. Adoption Partner must obtain prior written approval by Charities and will provide Charities at least ten (10) business days to review, for quality control purposes, the proposed use of Charities' name and/or logo. If Charities permits Adoption Partner use of its logo, such use is a limited, non-exclusive, revocable right to use. Adoption Partner may not use Charities' logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable. Adoption Partner will not use either Charities' name or logo in a negative light or critical manner. Any right given to Adoption Partner for the use of Charities name or logo may not be transferred, assigned or sublicensed. Charities has the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Adoption Partner's name and logo. Such use may be in electronic or digital format (including e-mail, social media platforms or websites) or in printed form. Charities will not use Adoption Partner's name or logo in a negative light or critical manner. Charities' use of Adoption Partner's name or logo will be used only to support or further Charities' mission.
- G. Governing Law; Venue. Adoption Partner also agrees and understands that this Agreement may be enforced by legal action, including but not limited to injunctive or other equitable relief. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida in the United States without regard to conflict of law provisions or international treaties or conventions, unless prohibited by law. Venue for any action arising out of this Agreement shall be St. Lucie County, Florida.
- H. Term and Termination. This Agreement shall remain in effect until terminated by either party as set forth herein. Either party may terminate this Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party. Charities may immediately terminate this Agreement upon written notice to Adoption Partner if Charities determines, in its sole discretion, that Adoption Partner: has breached any term of this Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding; or has not complied with the requirements of any other agreement with Charities. If Charities terminates this Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future Rewards; or revoke any Rewards not used in accordance with this Agreement and require that all previously provided Rewards be returned. All representations, warranties and obligations of Adoption Partner shall survive after the termination date of this Agreement.
- I. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Agreement. Adoption Partner will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Charities. Waivers must be in writing, signed by the party against whom enforcement is sought. The parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. If one or more provisions of this Agreement are held to be unenforceable under applicable laws by a court of competent jurisdiction, those provisions must be limited or eliminated to the minimum extent necessary and only in the applicable jurisdiction such that the balance of this Agreement remains enforceable and in full force and effect. This Agreement shall not be construed for or against any party based on which party drafted this Agreement, and each party had the opportunity to review this Agreement with their respective legal counsel to the party's satisfaction. PetSmart shall be a third party

beneficiary under this Agreement. Charities and Adoption Partner each represent that the individuals signing are duly authorized to execute this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

- J. Notices: All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery to the parties at the addresses set forth below or such other address as such party may designate by written notice given in advance.

**As to Charities:**  
19601 North 27th Avenue  
Phoenix, Arizona 85027  
Attn: General Counsel

**As to Adoption Partner:**  
City Manager  
City of Fort Pierce  
100 North U.S. Hwy 1  
Fort Pierce, FL 34950

With a Copy to:  
City Attorney  
100 North U.S. Hwy 1  
Fort Pierce, FL 34950

With a Copy to:  
Director of Community Response  
100 North U.S. Hwy 1  
Fort Pierce, FL 34950

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Agreement, all effective as of the date first written above.

**“CHARITIES”**

PetSmart Charities, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**“ADOPTION PARTNER”**

City of Fort Pierce

By: \_\_\_\_\_  
Linda Hudson, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Linda Cox, City Clerk

**APPROVED AS TO FORM AND CORRECTNESS**

By: \_\_\_\_\_  
Sara Hedges, City Attorney



TO: PEGGY ARRAIZ, DIRECTOR OF COMMUNITY RESPONSE  
FROM: ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY *AHD*  
THROUGH: SARA HEDGES, CITY ATTORNEY *SH*  
RE: REVIEW PETSMART CHARITIES ADOPTION PARTNER AGREEMENT  
CAO RLS FILE: 24-334  
DATE: AUGUST 28, 2024

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This Request for Legal Services (RLS) asks the City Attorney's Office to review and approve an Adoption Partner Agreement between PetSmart Charities Inc (PetSmart) and the City of Fort Pierce. You have indicated that the partnership offers two benefits:

- (1) the agreement will allow our Animal Adoption Center to utilize the adoption centers that are located inside local PetSmart stores; and
- (2) as an approved partner, the City will have the ability to receive both material and monetary grants from PetSmart in support of our adoption efforts.

I made several changes to the agreement and uploaded a redline copy. The substantive changes made by me are:

- Policies, Procedures and Manuals (section 1-B): Based on your representation that you have not received any additional policies, procedures, or manuals, I deleted this paragraph. If PetSmart desires to include this paragraph, all documents referenced must be provided and this RLS resubmitted for review with all documents.
- Damage to Adoption Center (section 1-F/E): This section was amended to reflect that the City is not waiving its right to sovereign immunity or increasing the liability limits set forth in Section 768.28, Florida Statutes.
- Adoption Center Supplies (section 1-H/G): The language related to the waiver and release of all claims for products and pet food supplied by PetSmart has been deleted. While an issue arising that this language would impact is unlikely, it is not impossible. The language goes so far as to waive third party claims, not just the City's claims. This language is too broad, not something the City typically agrees to, and is not recommended by this Office.
- Waiver Agreement (section 1-M/L): The language requiring all employees and volunteers of the City to sign an agreement waiving all claims and liability against PetSmart has been deleted. This is not something we can force our employees or volunteers to agree to. If an individual is severely injured by PetSmart while at their property due to their acts, omissions, or negligence, that person should have the ability to make themselves whole.
- Prohibited Conduct (section 1-O/N): This section prohibits the City (including its employees, volunteers, and agents) from engaging in certain conduct. I deleted language making the section applicable beyond the term of the Agreement. The City cannot agree

to these terms after this Agreement is no longer in place. I changed the opening paragraph so the only prohibited conduct is conduct engaged in while the City employee, volunteer, or agent is participating in the Adoption Program.

With regard to conduct that interferes with PetSmart, its customers, tenants, or the shopping center, I added language prohibiting such conduct only when the City employee, volunteer, or agent is in the Adoption Center or on PetSmart premises.

I deleted a paragraph that prohibited “negative statements” about PetSmart (or any customer, tenant or occupant of the PetSmart store or shopping center, PetSmart’s products, service, employees, representatives, volunteers, or agents, or any other organization participating in the Adoption Program). I would consider a narrower non-disparagement clause, however, as written, the paragraph was overbroad and would be impossible for the City to enforce. In addition, City employees must be free to express facts and opinions about premises, persons, and businesses located in or affecting the City. The City will not infringe on its employees’ or volunteers’ First Amendment rights as drafted by PetSmart.

- Independent Entities (section 2-C): I have deleted the language related to the waiver of respondeat superior. As drafted, the sentence is confusing as to what PetSmart is attempting to waive. If their intent is to waive the responsibility of PetSmart for the acts, omissions, and negligence of their employees, as I believe they are attempting to do, such is not something this Office agrees the City agree to.
- Indemnification (section 2-D): This section required the City to indemnify PetSmart. Even though there was an exception for certain governmental entities, because the exception was ambiguous, I chose to delete the indemnification language. This Office does not recommend contracts be entered into where the City is required to indemnify other parties.
- Publicity (section 2-F): This section required the City to acknowledge PetSmart’s support in *all* promotional materials. I narrowed the scope and clarified that the City agrees to acknowledge PetSmart’s support only in those promotional materials that are related to the City’s participation in the Adoption Program.
- Governing Law; Legal Fees (section 2-G): As written, the Agreement was governed by the laws of the State of Arizona. This means that if there is an interpretation or enforcement issue, Arizona law would control, and an attorney licensed in Arizona would need to be retained. I removed references to Arizona and entered “Florida” in its place.

I added that venue for any disputes shall be in St. Lucie County.

Last, this section included a “prevailing party” clause which provided that in any breach of contract action the prevailing party would recover its fees from the non-prevailing party. I deleted this provision because it could impose a massive unbudgeted expense on the City.

- Term/Termination (section 2-H): The Agreement as written was perpetual. The Department and PetSmart must agree as to how long the agreement will last and fill in the term. I revised the language in this section, eliminating the perpetual term and leaving a blank for you to fill in the number of years.

- Notices (section 2-J): The standard “notices” language was missing. I added a section and PetSmart will need to fill in the address where notices should be sent to it.
- E-Verify (section 2-K): It is questionable whether this statutory requirement applies, since there is a renumeration of “rewards” and “products” for the animals. Given this, it is prudent to include this term. I have included the required language pursuant to the Section 448.095, Florida Statutes.
- Signature Block: As you indicated that this agreement will be approved by the Commission, I added the Mayor’s signature block.

I would also like to call your attention to the following terms:

- Release Required (section 1-C): The City must have every adopting party sign a Release in the form specified by PetSmart.
- Reporting (section 1-I): The City must submit impact reports related to the Adoption Program when requested by PetSmart.
- Employees and Volunteers (section 1-L): Only City employees and volunteers may participate in the Adoption Program. City employees must be at least 18 years of age and volunteers must be at least 16 years of age.
- Human Trafficking Affidavit: PetSmart will need to sign the Human Trafficking Affidavit, available from Purchasing. Also, please remember it is your responsibility to ensure all procurement requirements have been met for this Agreement.

With the suggested changes, and the completion of “Term” in section 2-H and PetSmart’s Notice information in section 2-J, the Agreement is approved as to form and correctness. If you have any questions about how to proceed, please do not hesitate to contact this office.



TO: PEGGY ARRAIZ, DIRECTOR OF COMMUNITY RESPONSE  
FROM: ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY **AHD**  
THROUGH: SARA HEDGES, CITY ATTORNEY *SH*  
RE: RE-REVIEW PETSMART CHARITIES ADOPTION PARTNER AGREEMENT  
CAO RLS FILE: 24-365  
DATE: SEPTEMBER 24, 2024

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This Request for Legal Services (RLS) asks the City Attorney's Office ("Office") to review and approve an Adoption Partner Agreement between PetSmart Charities Inc. ("PetSmart") and the City of Fort Pierce ("City"). You have indicated that the partnership offers two benefits:

- (1) the Agreement "is vital for us to begin receiving both money and goods donations from PetSmart"; and
- (2) the Agreement "will allow us to begin doing onsite adoptions at local PetSmart store locations."

This is a revised draft of an agreement previously reviewed by this Office (RLS 24-334). Pursuant to that RLS, this Office issued a lengthy memo explaining the reasons certain changes were necessary (attached). This Office also returned a Redline version of the Agreement showing the required changes.

PetSmart has accepted some of this Office's changes and rejected others. I have revised some of problematic wording and attempted to draft language that will be acceptable to both parties as to certain terms. Other terms continue to remain problematic based on PetSmart's responses. Below I will go through the points raised in RLS 24-334 and address how each has been resolved:

- Adoption Policies: The paragraph referred to a Policy Manual which had not been received. For this reason, the City suggested deleting the entire paragraph. The Policy manual has been received, so the City's suggested deletion is no longer necessary.

However, this Office suggests the deletion of the following language:

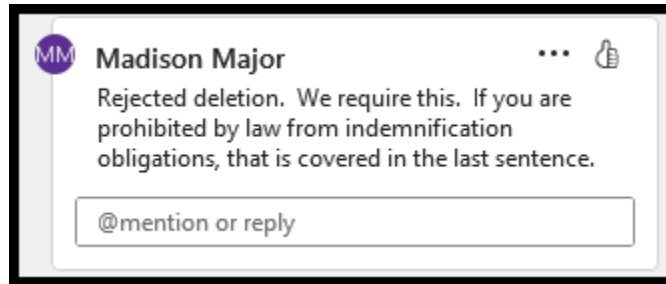
*including any future changes to those policies, procedures, and/or manuals.*

Neither the City, nor its employees, can currently agree to requirements they do not know. There is also no specific requirement that future changes be provided or agreed to by the City or its employees when the future changes are made.

- Damage to Adoption Center: The City's suggested amendment related to sovereign immunity was accepted by PetSmart.
- Adoption Center Supplies: This paragraph required the City to waive claims and release PetSmart from liability arising from the provision of food and other products. **The City's deletion was rejected by PetSmart.** Upon careful review of this paragraph, this Office

concludes that it applies only to products provided in the Adoption Center. As such, the paragraph is permissible as drafted by PetSmart.

- **Prohibited Conduct:** This section prohibits certain conduct by the City, its employees, volunteers, or agents. PetSmart has rejected most of this Office’s suggestions. Accordingly, the provisions are still overly broad and uncomfortably infringe on the free speech protections of the First Amendment for all City employees.
- **Indemnification:** **The City’s deletion was rejected by PetSmart** with this comment:



The City is not prohibited by Florida law from indemnifying private parties, so the last sentence does not protect the City. In addition, this Office has confirmed:

- i. The City’s insurance carrier provides a legal defense for actions brought against the City – it will not defend actions brought against PetSmart. If the Indemnification language is not deleted, the City could incur substantial attorneys’ fees defending the named parties.
- ii. Likewise, the City’s insurance carrier pays damages that are assessed against the City and will not pay for damages assessed against PetSmart or another party. If the indemnification language is not deleted, the City could be liable to satisfy judgments entered against PetSmart and the other indemnified individuals and entities.

This Office does not recommend entering into an Agreement that requires the City to indemnify or defend another party. This Office would approve the following language in its place to alleviate PetSmart’s concern of them being liable for actions of the City:

*Each party shall assume the responsibility and liability for acts and omissions of its own employees, officials, officers, or agents, in connection with the performance of their official duties under this Agreement. Each party to this Agreement shall be liable (if at all) only for the acts or omissions of its own employees, officials, officers, or agents that occur within the scope of their official duties. Nothing herein is intended to or shall be construed to be a waiver of sovereign immunity under Section 768.28, Florida Statutes, nor to increase any limits therein.*

- **Publicity:** **City’s suggested changes largely accepted.** This paragraph is now acceptable as written.
- **Governing Law; Venue; Legal Fees:** PetSmart did not agree to venue in St. Lucie County, but did agree to eliminate the legal fee provision and change Governing Law to Florida. The proper venue for this Agreement is in St. Lucie County, as all activities will take place in St. Lucie County. As a matter of practice, the City requires Venue to be specified in its Agreements so there is no question or litigation over the matter at a later point.

- Term/Termination: PetSmart requires that all Partnership Agreements remain in effect until terminated. Such “Evergreen” agreements are not prohibited, however, this Office prefers that contracts be reviewed regularly.

For this reason, the Department should submit this Agreement for review by the City Attorney’s Office no less than every two years to ensure its compliance with current laws and statutes.

- E-Verify: Section 448.095, Florida Statutes, applies to Agreements entered into by the City when a contract is entered into for a “Contractor” to provide labor, supplies, or services to the agency in exchange for salary, wages, or other remuneration. This Agreement can be read in a manner that services will be provided (for example, use of the facilities) in exchange for “other remuneration” (for example, donations and a rewards point program). Therefore, it is this Office’s position the E-Verify should be included to not run afoul of the statutory requirements.

At this point in time, given the legal issues outlined above, this Agreement is **NOT** approved as to form and correctness. It would be much more efficient for PetSmart’s counsel and this Office to speak about the above issues and try to come to a resolution. We would recommend PetSmart’s counsel call this Office or a contact in their legal department be provided for this Office to call.

/ahd



TO: PEGGY ARRAIZ, DIRECTOR OF COMMUNITY RESPONSE  
FROM: ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY *AHD*  
THROUGH: SARA HEDGES, CITY ATTORNEY *SH*  
RE: REVIEW PETSMART CHARITIES ADOPTION PARTNER AGREEMENT  
CAO RLS FILE: 24-334  
DATE: AUGUST 28, 2024

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This Request for Legal Services (RLS) asks the City Attorney's Office to review and approve an Adoption Partner Agreement between PetSmart Charities Inc (PetSmart) and the City of Fort Pierce. You have indicated that the partnership offers two benefits:

- (1) the agreement will allow our Animal Adoption Center to utilize the adoption centers that are located inside local PetSmart stores; and
- (2) as an approved partner, the City will have the ability to receive both material and monetary grants from PetSmart in support of our adoption efforts.

I made several changes to the agreement and uploaded a redline copy. The substantive changes made by me are:

- Policies, Procedures and Manuals (section 1-B): Based on your representation that you have not received any additional policies, procedures, or manuals, I deleted this paragraph. If PetSmart desires to include this paragraph, all documents referenced must be provided and this RLS resubmitted for review with all documents.
- Damage to Adoption Center (section 1-F/E): This section was amended to reflect that the City is not waiving its right to sovereign immunity or increasing the liability limits set forth in Section 768.28, Florida Statutes.
- Adoption Center Supplies (section 1-H/G): The language related to the waiver and release of all claims for products and pet food supplied by PetSmart has been deleted. While an issue arising that this language would impact is unlikely, it is not impossible. The language goes so far as to waive third party claims, not just the City's claims. This language is too broad, not something the City typically agrees to, and is not recommended by this Office.
- Waiver Agreement (section 1-M/L): The language requiring all employees and volunteers of the City to sign an agreement waiving all claims and liability against PetSmart has been deleted. This is not something we can force our employees or volunteers to agree to. If an individual is severely injured by PetSmart while at their property due to their acts, omissions, or negligence, that person should have the ability to make themselves whole.
- Prohibited Conduct (section 1-O/N): This section prohibits the City (including its employees, volunteers, and agents) from engaging in certain conduct. I deleted language making the section applicable beyond the term of the Agreement. The City cannot agree

to these terms after this Agreement is no longer in place. I changed the opening paragraph so the only prohibited conduct is conduct engaged in while the City employee, volunteer, or agent is participating in the Adoption Program.

With regard to conduct that interferes with PetSmart, its customers, tenants, or the shopping center, I added language prohibiting such conduct only when the City employee, volunteer, or agent is in the Adoption Center or on PetSmart premises.

I deleted a paragraph that prohibited “negative statements” about PetSmart (or any customer, tenant or occupant of the PetSmart store or shopping center, PetSmart’s products, service, employees, representatives, volunteers, or agents, or any other organization participating in the Adoption Program). I would consider a narrower non-disparagement clause, however, as written, the paragraph was overbroad and would be impossible for the City to enforce. In addition, City employees must be free to express facts and opinions about premises, persons, and businesses located in or affecting the City. The City will not infringe on its employees’ or volunteers’ First Amendment rights as drafted by PetSmart.

- Independent Entities (section 2-C): I have deleted the language related to the waiver of respondeat superior. As drafted, the sentence is confusing as to what PetSmart is attempting to waive. If their intent is to waive the responsibility of PetSmart for the acts, omissions, and negligence of their employees, as I believe they are attempting to do, such is not something this Office agrees the City agree to.
- Indemnification (section 2-D): This section required the City to indemnify PetSmart. Even though there was an exception for certain governmental entities, because the exception was ambiguous, I chose to delete the indemnification language. This Office does not recommend contracts be entered into where the City is required to indemnify other parties.
- Publicity (section 2-F): This section required the City to acknowledge PetSmart’s support in *all* promotional materials. I narrowed the scope and clarified that the City agrees to acknowledge PetSmart’s support only in those promotional materials that are related to the City’s participation in the Adoption Program.
- Governing Law; Legal Fees (section 2-G): As written, the Agreement was governed by the laws of the State of Arizona. This means that if there is an interpretation or enforcement issue, Arizona law would control, and an attorney licensed in Arizona would need to be retained. I removed references to Arizona and entered “Florida” in its place.

I added that venue for any disputes shall be in St. Lucie County.

Last, this section included a “prevailing party” clause which provided that in any breach of contract action the prevailing party would recover its fees from the non-prevailing party. I deleted this provision because it could impose a massive unbudgeted expense on the City.

- Term/Termination (section 2-H): The Agreement as written was perpetual. The Department and PetSmart must agree as to how long the agreement will last and fill in the term. I revised the language in this section, eliminating the perpetual term and leaving a blank for you to fill in the number of years.

- Notices (section 2-J): The standard “notices” language was missing. I added a section and PetSmart will need to fill in the address where notices should be sent to it.
- E-Verify (section 2-K): It is questionable whether this statutory requirement applies, since there is a renumeration of “rewards” and “products” for the animals. Given this, it is prudent to include this term. I have included the required language pursuant to the Section 448.095, Florida Statutes.
- Signature Block: As you indicated that this agreement will be approved by the Commission, I added the Mayor’s signature block.

I would also like to call your attention to the following terms:

- Release Required (section 1-C): The City must have every adopting party sign a Release in the form specified by PetSmart.
- Reporting (section 1-I): The City must submit impact reports related to the Adoption Program when requested by PetSmart.
- Employees and Volunteers (section 1-L): Only City employees and volunteers may participate in the Adoption Program. City employees must be at least 18 years of age and volunteers must be at least 16 years of age.
- Human Trafficking Affidavit: PetSmart will need to sign the Human Trafficking Affidavit, available from Purchasing. Also, please remember it is your responsibility to ensure all procurement requirements have been met for this Agreement.

With the suggested changes, and the completion of “Term” in section 2-H and PetSmart’s Notice information in section 2-J, the Agreement is approved as to form and correctness. If you have any questions about how to proceed, please do not hesitate to contact this office.

**City Commission Regular Meeting - 5:05 pm**

**12. a.**

**Meeting Date:** 12/16/2024

**Re:** CDBG PY 2023 - 2024: DRAFT Consolidated Annual Performance and Evaluation Report (CAPER)

**Submitted For:** Donnella Clarke, Grants Administration Manager, Finance Department

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**SUBJECT:**

Presentation and Public Hearing of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER).

**SUMMARY:**

The 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) provides the U.S. Department of Housing and Urban Development (HUD), the City of Fort Pierce, and its residents with an opportunity to comment and review the annual outcomes described in the five-year Consolidated Plan.

**RECOMMENDATION:**

Recommendation for approval of this draft by the City Commission is required for the advancement of this document to the U.S. Department of Housing and Urban Development (HUD).

**ALTERNATIVES:**

Return to Grants Division staff for updates.

**RESPONSIBLE STAFF:**

Donnella Clarke and the Grants Division Staff.

**COORDINATED WITH:**

The Finance Department, the Purchasing Division, and the Grants Division.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Fiscal Year:** 2023-2024

**OTHER INFORMATION:**

HUD-CDBG Grant funds for this report have been allocated, encumbered, and expended for the program year 2023-2024.

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**Attachments**

CDBG PY 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER)  
CDBG PY 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER)  
Presentation

Memo CAO - Review of the 2024 CAPER  
Proof of Publication

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**Form Review**

**Inbox**

Finance Department  
City Manager

**Reviewed By**

Johnna Morris

**Date**

11/13/2024 01:38 PM

Finance Department  
City Manager

Form Started By: Donnella Clarke

Started On: 11/12/2024 03:48 PM

## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Fort Pierce is an entitlement city, which receives an annual allocation of Community Development Block Grant (CDBG) program funds from the United States Department of Housing and Urban Development (HUD). In FY 2023, the city received an allocation of \$564,875 in CDBG funds in February 2024. Funding from past years were utilized to fund activities in 2023, this report will provide a detailed account of how the City of Fort Pierce distributed those funds across the 2023-2024 program year. CDBG funds helped to address the urgent needs facing the city and its residents through housing, community, and economic development objectives as outlined by HUD. These objectives include, but are not limited to affordable housing, the development and preservation of historic sites, restoration of public facilities and infrastructure improvements, public services, neighborhood revitalization efforts, in addition to services for low- to moderate income (LMI) households and the special needs population.

The city's Grants Administration Division is responsible for administering CDBG funds in Fort Pierce. The Division completed several activities based on the strategies outlined in the 2023-2024 Annual Action Plan (AAP). With the revamping of programmatic activities post COVID-19, the staff successfully addressed the needs of the community. Please see those project activities listed below.

**Public Service Projects** – The city expended a total **\$88,598** on **2** public service projects for LMI citizens. These projects have been completed as of September 30, 2024. These Public Service Projects provided assistance to the Boys and Girls Club – St. Lucie County, Village Coalition Youth Activities Program, Juneteenth Cultural Program, and our Rapid Rehousing Program. Twenty-Eight (28) homeless families were supported in finding homes and shelter, alleviating the plight of homelessness through the Rapid Rehousing program in the City of Fort Pierce.

**Housing Programs** – The city expended **\$19,080** for the Residential Rehabilitation Program, of which **\$780,920** is encumbered to complete those outstanding rehab projects. The city experienced delays in completing those projects due to supply chain issues and challenges with contractors. Our residential rehabilitation projects will be completed outside of the current program year. A total of 18 households were assisted.

**Economic Development** – The city expended \$30,985 for micro-enterprise businesses through marketing and advertising, building capacity and sustainability for the continued growth of these micro-businesses. The continued support of CBDO’s promote the economic development, job and opportunity creation, tourism, historic preservation, and energy efficiency improvements.

**Public Facilities** – The city expended \$55,368.00 for improvements to public facilities and improvements to playgrounds located in lower income neighborhoods.

**Neighborhood Revitalization** – The city expended \$34,270 to highlight, promote, and assist the culturally diverse community throughout the City of Fort Pierce.

**Program Administration** – The city expended \$110,530 to promote CDBG activities to the residents of the City of Fort Pierce, through program management, professional development of staff and fair housing workshops.

The city recognized the need for workforce development assistance within the community. Partnering with CareerSource, small businesses, and the Boys and Girls Club of St. Lucie County to provide training for youth and underserved residents within the community. These activities served a total of 553 LMI individuals and families.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
1A Expand and Improve Public	Non-Housing Community	CDBG: \$	Public Facility or Infrastructure Activities other than	Persons Assisted	10000	3000	30.00%	14000	0	0%

Infrastructure	Development		Low/Moderate Income Housing Benefit							
1B Improve Access to Public Facilities	Non-Housing Community Development	CDBG: \$55,368	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	3000	30.00%	10000	5000	50.00%
2A Housing Rehabilitation	Affordable Housing	CDBG: \$19,080	Homeowner Housing Rehabilitated	Household Housing Unit	75	13	17.00%	30	10	30%
2B Affordable Housing Opportunity	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	10	0	0.00%	40	0	0.00%
3A Provide Supportive Services	Non-Housing Community	CDBG: \$	Public service activities other than Low/Moder	Persons Assisted	10000	0	0.00%	1500	0	0.00%

for Special Needs	Development		ate Income Housing Benefit							
3B Provide Vital Services for LMI Households	Non-Housing Community Development	CDBG: \$76,210	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	0	0.00%	1500	90	57.00%
4A Provide for Small Business Assistance	Non-Housing Community Development	CDBG: \$10,037	Jobs created/retained	Jobs	100	0	0.00%	100	50	50.00%
4A Provide for Small Business Assistance	Non-Housing Community Development	CDBG: \$20,949	Businesses assisted	Businesses Assisted	250	65	26.00%	100	52	52.00%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City of Fort Pierce has identified the following priorities to address the need for affordable housing and residential rehabilitation, neighborhood revitalization through public improvements, and services, in addition to economic development programs to assist LMI and special needs populations as its highest priority. As the City of Fort Pierce emerges from the COVID-19 pandemic, increased housing costs, and drastic changes to the global economy; the city’s CDBG program made significant progress in addressing the needs of the community through the activities reported in this plan. Below is a list of priorities as identified in the city’s Consolidated Plan and a summary of activities in PY 2023.

**Home Rehabilitation / Home Purchase Assistance / Fair Housing: Priority High**

There were 11 VLI and LI homeowner households assisted with 2 households completed and 16 households encumbered with housing rehabilitation activities which included weatherization improvements used to decrease energy costs and increase protection from inclement storms. The city continues to identify new eligible households for participation in our World Changers and Paint Our Town Programs. These CDBG sponsored programs can be found on the City of Fort Pierce’s website where applications are accepted and processed year-round.

**Economic Opportunity: Priority High**

CDBG funds were allocated to funding for the technical assistance of 52 small businesses through micro-enterprise. Funding served to promote, market, and advertise these small businesses throughout the Fort Pierce Community. In addition to providing educational workshops to these small businesses.

**Public Facilities: Priority High**

Local parks were enhanced through the use of CDBG funds to improve neighborhood parks and playground facilities, creating safe spaces for residents to exercise, recreate, generally enjoy the outdoor spaces provided by the city.

**Public Services: Priority High**

In PY 2023, the city assisted LMI persons with rapid rehousing services due to an increase in unhoused individuals and families in the community, in addition to Public Service Agency grants utilized to assist youth services and employment training. These activities assisted approximately 1000 LMI persons in the city.

**Neighborhood Revitalization: Priority High**

Neighborhood Revitalization activities supported local art and cultural heritage projects recognizing and celebrating cultures throughout the city. The city participated in the annual Juneteenth cultural program, the 7<sup>th</sup> annual highwaymen art festival, in addition to providing funding to Fort Pierce and Lincoln Park main streets. All of these activities that create and provide economic opportunities for small businesses and the residents of Fort Pierce.

**CR-10 - Racial and Ethnic composition of families assisted**

**Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

	<b>CDBG</b>
White	3
Black or African American	38
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Hispanic	1
Not Hispanic	1

<b>Total</b>	<b>43</b>
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**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

**Narrative**

**CR-15 - Resources and Investments 91.520(a)**

Identify the resources made available

<b>Source of Funds</b>	<b>Source</b>	<b>Resources Made Available</b>	<b>Amount Expended During Program Year</b>
CDBG	public - federal	564,875	338,832

**Table 3 - Resources Made Available**

**Narrative**

***CDBG Funds***

The city received \$564,875 in CDBG funds for activities in PY 2023 expending \$338,832 in CDBG funds and encumbered \$226,043. The delay in the expenditure of funds were due to challenges with contractors and supply-chain issues, the designated rehabs were not completed in PY 2023. We are in the process of completing those residential rehabilitation projects, providing those necessary supplies and repairs to Fort Pierce residents. As it pertains to our homeless population, the Grants Division surpassed our ability to assist this population. Due to the 15% cap to the Public Services category, we were unable to assist more of our unhoused applicants. The Grants Division will continue to strategically allocate those CDBG funds in the upcoming 2024 program year; while maintaining community partnerships and leveraging relationships with new pathways to provide assistance. The city continuously strives to initiate, promote and complete activities listed in the Consolidated Plan to assist LMI Fort Pierce residents we have improved and will continue to closely track expenditures.

**Identify the geographic distribution and location of investments**

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

**Table 4 – Identify the geographic distribution and location of investments**

**Narrative**

CDBG allocations are not limited to specific geographic areas of Fort Pierce, but serves low- and moderate-income (LMI) residents or for the benefit LMI areas. While the projected or planned activities are intended to serve individuals or households directly (direct services), beneficiaries must meet income and residency requirements in order to receive assistance.

The city has also identified public facilities and infrastructure improvement activities as a need in Fort Pierce. These planned activities have an “area-wide” benefit. Per HUD requirements, these areas must be within an eligible Census Block Group Tract, as defined by HUD-CDBG regulations, whereby the majority of the residents are low- to moderate-income (51%).

**Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City of Fort Pierce has leveraged federal funds to receive annual state funding through the State Housing Initiative Partnership Program (SHIP). SHIP program funds were primarily utilized to serve LMI households in the city, creating accessible opportunities for affordable homeownership in addition to providing alternative types of housing assistance.

Due to lingering public concerns for health and safety protocols post-Covid-19, the city reopened discussions with the Fort Pierce Utilities Authority to implement and provided CDBG funding annually for Weatherization program strategies. The city partners with the Fort Pierce Utilities Authority who in program year 2023 leveraged funding of approximately \$50,000 assisting 30 homes for the Weatherization program. Through their efforts the Fort Pierce Utilities Authority insulated and fortified existing structures lowering energy costs and protecting homes from inclement weather through these weatherization initiatives. Additional information regarding weatherization can be found on the link below.

[Weatherization Education Outreach Program \(WEOP\) - Fort Pierce Utilities Authority \(fpuua.com\)](https://www.fpsua.com/Weatherization-Education-Outreach-Program-(WEOP)-Fort-Pierce-Utilities-Authority-(fpuua.com))

CDBG funds are also used to leverage funds associated with the rehabilitation of historic facilities located in very low-income areas in Fort Pierce transforming these sites and facilities into center(s) for arts and cultural heritage. These facilities are accessible to the public for the purpose to promote civic pride, deter crime, encourage economic investment, development and to stimulate job creation initiatives.

Publicly owned land or properties located in the jurisdiction are made available to address the needs identified in consolidated plan. The city is currently collaborating with local stakeholders to create a Land Trust in Fort Pierce and is working with developers in an effort to develop affordable rental properties and affordable homes for sale to Fort Pierce citizens.

**CR-20 - Affordable Housing 91.520(b)**

**Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.**

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	23
Number of non-homeless households to be provided affordable housing units	40	11

Number of Special-Needs households to be provided affordable housing units	0	1
<b>Total</b>	<b>40</b>	<b>35</b>

**Table 5 – Number of Households**

	<b>One-Year Goal</b>	<b>Actual</b>
Number of households supported through Rental Assistance	48	34
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	30	10
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>78</b>	<b>44</b>

**Table 6 – Number of Households Supported**

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The city initiated residential rehabilitation assistance for 18 households and completed 2 of those rehabs within the program year, due to unforeseen circumstances those additional 8 households were moved to 2024 for completion, the additional 10 households were assisted through the Residential Rehabilitation Program, World Changers, and Paint Our Town programs. The City continues to fund the World Changers and Paint Our Town programs in the Annual Action Plan (AAP). Partnership and activities with the Fort Pierce Utilities Authority - Weatherization program will resume for the 2024 program year.

**Discuss how these outcomes will impact future annual action plans.**

Homeowner rehabilitation remains one of the city’s largest priorities, our reignited partnership with FPUA and our recent ordinance introducing innovative “tiny homes” initiatives for Fort Pierce residents. The City of Fort Pierce intends to support as many Low-Moderate income residents as possible with the funding provided. The City continues to allocate funds toward the residential rehabilitation program, in addition to providing minor rehabilitation services to our residents (elderly, disable, and Veterans). While working with community partners and service providers to identify opportunities to support LMI households in need of support. The City of Fort Pierce strives to alleviate the challenges of homelessness, slum and blight, in addition to providing affordable repairs needed to maintain the homes our citizens.

To meet and exceed future annual action plans outcomes established in the plan, the city continues to identify new strategies to engage with eligible households for the Paint Our Town and World Changers Programs. Information on the Paint Our Town Program can be found on the city’s website and can be accessed in several ways, including by phone, email to the Grants Administration department, and on the city’s website.

[Paint Our Town Program | Fort Pierce, FL - Official Website \(choosefortpierce.com\)](https://www.choosefortpierce.com)

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Households Served	CDBG Actual	HOME Actual
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Extremely Low-income	9	0
Low-income	18	0
Moderate-income	7	0
<b>Total</b>	<b>34</b>	<b>0</b>

**Table 7 – Number of Households Served**

**Narrative**

**CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Treasure Coast Homeless Services Council, Inc. (TCHSC) is the lead agency for the CoC FL-509, which provides resources and assistance for persons experiencing homelessness in the region. The mission of the TCHSC is to prevent and end homelessness on the Treasure Coast, in the event that homelessness occurs the TCHSC strives to ensure that this challenge is brief and non-recurring. The CoC conducts an annual Point-in-Time (PIT) count, in accordance to HUD's requirements. The TCHSC publishes the homeless numbers for St. Lucie County on their website, which includes an assessment of their individual needs. This information is submitted with annual grant applications such as this Consolidated Plan and subsequent Annual Action Plans to address our homeless issues.

[Complete Homeless Assistance Services in Vero Beach, FL \(tchelpspot.org\)](http://tchelpspot.org)

The CoC uses the Coordinated Entry system for all individuals seeking housing assistance, and this process prioritizes the most vulnerable households for assistance. There are several locations across the CoC area that participates in the Coordinated Entry process including the TCHSC Housing Resource Center. Additionally, the TCHSC also administers the Homeless Management Information System (HMIS). The CoC uses Client track, an internal software system, where members in the CoC are encouraged to utilize the HMIS as it helps to reduce the duplication of services while measuring the effectiveness of the CoC to meet the needs of the homeless. Through the use of these services, it is the goal of the city to assist these individuals and families to mitigate the challenges faced by our homelessness residents.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

There are a very few emergency shelters located within the City of Fort Pierce. To alleviate this, the city has implemented the Rapid Rehousing program through SHIP and CDBG funding. This program assists individuals and families that are homeless or being evicted with rental assistance for first and last month's rents, in addition to security deposits for those in need of finding a home. The city has partnered with the Treasure Coast Homeless Services Council and the Fort Pierce Housing Authority to prevent residents from becoming homeless or to identify those that are homeless.

The City of Fort Pierce has partnered with the Treasure Coast Homeless Services Council and other community social service agencies to facilitate the Rapid Rehousing Program. Through a semi-coordinated entry (by utilizing the agencies) homeless individuals or those living in emergency shelters and transitional shelters were connected with the city's Rapid Rehousing Program.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City of Fort Pierce has begun partnering with the Treasure Coast Homeless Services Council, Mustard Seed, In the Image of Christ, and the Council of Social Agencies (COSA) of St. Lucie County to facilitate the Rapid Rehousing Program. Through a semi-coordinated entry (by utilizing the agencies) homeless individuals or those living in emergency shelters and transitional shelters were connected with the city's Rapid Rehousing Program.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City of Fort Pierce is located within the boundaries of the three county Continuum of Care sites, and continues to work to establish relationships with the Treasure Coast Homeless Services Council, Inc (CoC lead) to access their knowledge, resources, and services for assisting our homeless population, especially for chronically homeless individuals and families, in addition to our veteran population, their families, and homeless youth. The CoC uses the Coordinated Entry system for all individuals seeking housing assistance, this process prioritizes the most vulnerable households for assistance. There are several locations across the Treasure Coast (CoC) area that participate in the Coordinated Entry process including the TCHSC Housing Resource Center.

The city partners with regional nearby counties on the Treasure Coast to sponsor the “Where to Turn” - 211 Network. The 211 Network Program provides referrals to supportive resources and services to help citizens connect to community services that will assist them in addressing their current housing, medical, and day-to-day needs.

### **CR-30 - Public Housing 91.220(h); 91.320(j)**

#### **Actions taken to address the needs of public housing**

The Fort Pierce Housing Authority (FPHA) is the local housing authority in the city. It is the mission of the housing authority to provide quality and affordable housing options within the community without discrimination; while preserving the community’s best interest; purposefully with the vision and core values of working to eliminate the negative influence of poverty, promoting partnerships that provide links to services that enable self-sufficiency development through education, employment, addressing homelessness, and providing housing options to families with carrying levels of income to achieve an optimal living standard, operating in a fiscally responsible manner and maintaining organizational integrity. The city will continue our collaborations with the FPHA and area supportive service providers to develop transitional housing programs for our growing number of homeless families in the City of Fort Pierce.

[Fort Pierce Housing Authority, FL | Official Website \(hacfp.org\)](http://hacfp.org)

**Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

The FPHA has a Resident Advisory Board (RAB) which meets with the FPHA Operations Office Manager to discuss issues at the residences and also meets to review planning and policies of the FPHA such as the PHA’s 5-Year Plan, Administrative Plan, Admissions and Continued Occupancy Policy and Capital Fund Program 5-Year Action Plan. Participation from the RAB ensures that public housing residents are heard in the planning and development of programs with the FPHA.

FPHA provides a Family Self-Sufficiency Program for both its Section 8 Housing Choice Voucher and Public Housing Programs. This program is designed to mentor families and link them to services, training, education, and childcare to help them eliminate the need for welfare. The city will continue to partner with the FPHA to promote our down payment and closing cost assistance program. The purchase assistance program through the SHIP program educates individuals with the requirements for the purchase of a home.

**Actions taken to provide assistance to troubled PHAs**

N/A

**CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

There is a severe shortage in the affordable housing stock which increases the pressure on the city's housing market. One of the biggest challenges in the city is the huge disparity between housing costs and the residents with low and moderate-incomes, these barriers continue to widen the chasm that separates Fort Pierce residents from the reality of homeownership. These factors make it almost impossible to support the needs of a community that seeks to purchase affordable housing. This challenge continues to be a major priority for the city. The City of Fort Pierce will continue to develop and implement policies fostering the development of new affordable housing units. Additionally, the city and its municipal partners will also continue to support the efforts of local housing providers who carry out strategies to retain and create affordable housing options throughout the region. The City of Fort Pierce has developed an Affordable Housing Advisory Committee to recommend strategies to create more affordable housing within the city limits.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

As mentioned above, one of the obstacles in meeting the needs of LMI households in Fort Pierce is the great need for affordable housing in the city. There is also a lack of adequate funds to address this issue, the city has taken these actions to address affordable housing in Fort Pierce by creating the Affordable Housing Advisory Committee, the Community Wide Council that assist in the funding of Small Business grants and Public Service Agency grants, both of these committee's utilizes strategies to stimulate growth within Fort Pierce, with the creation of strategic partnerships with developers to assist with housing shortages, funding of small businesses and non-profit public service agency grants.

The city continues to explore the development of policies that help to foster the development of new affordable housing units. The city will also maintain affordable housing and work to increase the amount of affordable housing throughout the city, including examining ways to increase barrier free and ADA compliant housing stock. Additionally, the city will also continue to support the efforts of local non-profit housing providers who carry out strategies to retain and create affordable housing options throughout the region. One of the ways the city maintains affordable housing is through the rehabilitation programs, which helps to upgrade the conditions of existing housing.

As stated earlier, the city is currently collaborating with local entities to establish a Land Trust and is in communication with developers regarding the construction of affordable housing - both for homeownership and for rentals - within the land trust. We continue these discussions and are committed to establishing financial solutions to appropriately address affordable housing in Fort Pierce.

State Housing Initiatives Partnership (SHIP) funds are also used to rehabilitate owner-occupied homes for lower-income citizens. SHIP funds are also used to assist with down-payment and closing cost.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City of Fort Pierce reduces the incidence of lead-based paint hazards by utilizing the guidelines set by the U.S. Department of Housing and Urban Development. Lead-based examinations are performed on homes built prior to 1978, and is addressed on a house-by-house basis. The city is well aware of the hazards and serious health issues caused by lead-based paint and addresses any occurrence with the immediate attention it requires. The city encourages residents and property owners to test for and abate lead paint. All housing proposed for rehabilitation under the City's CDBG and SHIP programs are screened based on the year built to determine possible LBP hazard prior to usage of program funds. Owners are given the EPA Fact Sheet - Identifying Lead Hazards in Your Home and the EPA publication - Protect Your Family from Lead in Your Home. During the feasibility inspection, if the inspector identifies a potential lead-based paint problem, he notifies the owner and may test the suspected area with a swab or take a sample to be processed through the County Health Department. Should a repair be determined, the area of the potential hazard is not disturbed, any surface contaminated by lead is sealed, and abatement procedures are utilized before the repair can continue. If lead paint is detected, abatement costs are included in the rehabilitation. In every program where, federal funds are

expended on a housing unit, the city incorporates the current procedures for hazard reduction or lead based paint abatement guidelines as defined in 24 CFR Part 35.

When rehabilitating homes, the city provides homeowners a copy of the U.S. Department of Housing and Urban Development letter that informs homeowners of the processes and procedures upon encountering lead-based paint in their home, the notification also informs the homeowner that paint used during the rehabilitation does not contain lead. If funds expended exceed \$5,000 and old paint surfaces are disturbed, the city will take the position that the home contains lead-based paint. If the home was built prior to 1978, the city will conduct abatement measures, per state and federal guidelines. Funding through the State Housing Initiatives Partnership (SHIP) program were also used to remediate lead-based paint issues, as needed.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The City of Fort Pierce is committed to reducing the number of households with incomes below the poverty level by supporting programs to motivate and assist families by moving toward self-sufficiency. The activities described in this CAPER report are directly applied towards the reduction in the number of poverty-level families.

The city continues to provide grants for programs to address human service needs in the community. These services and programs include youth services, food and nutrition services, employment training programs, and many others. These programs and services help to build a foundation upon which individuals and families can find pathways to self-sufficiency. As a means of reducing the number of persons with incomes below the poverty line, the city will continue to coordinate efforts with other public and private organizations providing additional economic development and job training programs.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City of Fort Pierce managed the institutional delivery structure surrounding the acceptance and allocation of federal grant funds for Consolidated Plan program. The goals and objectives of the Strategic Plan could not have been developed without the valuable input of Fort Pierce residents. Implementation of CDBG funds was overseen by the Department of Finance - Grants Administration Division. The area non-profits coordinated and assisted with in the implementation of approved projects, centered on delivering public improvements, economic development initiatives, neighborhood revitalization and better community facilities. The City of Fort Pierce - City Commissioners approved projects and programs that met the goals of the city. As the program continues to mature, within the course of the most recent five-year

planning period, the city has worked to expand the departments, committees, and non-profit agencies involved in the institutional delivery system for the CDBG program.

The city also hosted workshops available to the public and local service providers with the sole purpose of disseminating information to expand the knowledge of its citizens as it pertains to the benefits and opportunities offered by the CDBG program as well as its eligible activities and uses of funds. These sessions are part of outreach efforts to answer the common concerns and questions surrounding federally funded programs. Information shared in these sessions include CDBG program basics and other program related requirements as it pertains fair housing.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

Actions taken to enhance coordination between public and private housing and social service agencies include: encouraging agencies and applicants to work together, applying for funding supplied by CDBG to leverage resources; ensure that requests align with the consolidated plan's goals, the utilization of city provided CDBG funds to eligible projects for housing and social services. Continuous engagement with the city, area nonprofits, and the Fort Pierce Housing Authority to address issues stemming from poverty and homelessness. Offer referrals to organizations directly benefiting from leadership programs, workshops, services, and collaboration with aligning organizations.

The city provides an annual opportunity for organizations to apply for grant funds, services that assist our lower income citizens. The application periods for these opportunities typically open in November. Once applications are received, they are reviewed and scored by the Communitywide Council. Their recommendations are presented to City Commission for final approval. Following the approval process from the City Commission, the organization is provided a contract for funding. Throughout this process, the city provides technical assistance and information about the CDBG program to applicants. This information includes CDBG program basics, national objectives, eligible activities, and appropriate usage of federal CDBG funds.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The city's 2016-2020 Assessment of Fair Housing Report identified five impediments to fair housing choice. Each impediment was described explaining the fair housing issue as well as a list of contributing factors to those impediments. Further a strategy was developed with the use of metrics, milestones, and a timeframe to reach these achievements. The following are the five identified impediments to fair housing choice.  
Impediment #1 – Housing/Lending Discrimination on the basis of Race, Color, National Origin, Religion, Familial Status and Disability

- Impediment #2 – Shortage of Affordable / Decent Housing Opportunities
- Impediment #3 – Lack of Knowledge, Awareness of, or Education on Fair Housing Protections
- Impediment #4 – Fair and Equal Lending Disparities
- Impediment #5 – Housing Market Segregation

The Fair Housing Assessment is currently being updated.

### **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City continuously implements monitoring strategies to ensure program activities are being appropriately used and are administered in accordance with all statutory and regulatory requirements provided by HUD. Monitoring covers HUD funded and SHIP funded programs. It also includes monitoring to ensure documents and data submitted are correct and complete. The city also conducts onsite monitoring of sub-recipients, as needed, to ensure compliance with all applicable statutory and regulatory requirements. The City monitors expenditures on a monthly basis to ensure the timeliness expense of CDBG entitlement funds.

Project Monitoring: The goal of project monitoring is to ensure that HUD-funded projects and activities are implemented in a timely manner in accordance with Federal regulations and other statutory or regulatory requirements. The City’s project monitoring process focuses on identifying deficiencies, promoting corrections, and providing technical assistance in order to improve the performance of the city and its partnerships.

Project monitoring activities are comprised of desk reviews and/or on-site visits during which management procedures, establishment of goals and achievement outcomes, record keeping, organizational financial status, construction and labor standards, procurement procedures, and many other areas are reviewed.

Desk Review: Desk review is an ongoing process. Materials used for this review included, but are not limited to, monthly reports and receipts, proof of payment for expenditures, the execution of sub recipient/project sponsored agreements, requests for reimbursements, monthly, quarterly and annual reports, audits, certificates of liability insurance, client eligibility information, documentation from previous monitoring visits, and the original funding application.

On-Site Monitoring: On-site monitoring is a structured review conducted by the program representative at the locations where project activities are being carried out or project records are being maintained. In preparation of the on-site monitoring visit, the assigned monitor contacts the agency to explain the purpose of the visit, schedules a time and date, sends a confirmation letter, and performs a desk review. Once on-site, the monitor reviews the sub recipient/project sponsor files, including source documentation, to ensure compliance with all regulations governing their administrative, financial, and programmatic operation. The monitor also verifies that their performance objectives are on target and activities or projects are projected to be completed within budget. This information is utilized to complete the appropriate checklist and provide the sub recipient/project sponsor with tentative conclusions during the exit interview.

The city's Grants Administration Division is responsible for on-site monitoring. Staff also perform a monthly desk review and may conduct on-site monitoring visits, as needed, to ensure that sub recipients are compliant with federal regulations and statutory requirements, as well as the terms of their subrecipient agreement with the city. Additional monitoring takes place when individual requests for reimbursement from grantees are received. Prior to approval, staff verifies client eligibility with regard to the criteria outlined in their agreements before releasing payments.

### ***MBE/WBE & Section 3***

The city continues to enhance engagement local businesses, contracting with woman/female -owned businesses and minority-owned businesses. Further, as applicable the city will comply with Section 3 of the U.S. Housing and Urban Development Act of 1968 (12 U.S.C 1701u) and regulations at 24 CFR Part 75. Each year as part of the Annual Action Plan (AAP) submission, the city certifies it will comply with Section 3.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City of Fort Pierce follows its HUD approved Citizen Participation Plan (CPP) which guides the city in the citizen participation process of the Consolidated Plan, the annual action plans, any substantial amendments to these plans and the CAPER as per 24 CRF 91.105. The following is a summary of efforts that City has undertaken to allow for citizen participation in the development of the 2022 Annual Action Plan (AAP).

The City of Fort Pierce adheres closely to its Citizen Participation Plan on providing reasonable notice and opportunities for citizens to comment on performance reports. This Consolidated Annual Performance Report (CAPER) its availability and announcement for Public Comment Period and Public Hearing is advertised in a local paper and made available on the City's website searchable as draft CAPER is available for a period of 15-days, a public hearing is held during the City Commission meeting to address and discuss the draft of the CAPER.

[Community Development Block Grant \(CDBG\) | Fort Pierce, FL - Official Website \(cityoffortpierce.com\)](https://www.cityoffortpierce.com/Community-Development-Block-Grant-CDBG-Fort-Pierce-FL-Official-Website)

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

Based on the program year 2022-2023, the changing economy has made it clear that the residents require affordable housing initiatives. As a result of inflation, rising housing, food, and cost of living expenses. The city continues to work in partnership with developers to build opportunities for transitional housing, affordable housing, in addition to working with the Fort Pierce Housing Authority find and create more housing opportunities for residents. The city continues to build on its partnership with the Continuum of Care to establish a more robust and coordinated entry system for homeless individuals and families, especially those who are experiencing domestic violence and require special needs services.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

N/A

**CR-58 – Section 3**

**Identify the number of individuals assisted and the types of assistance provided**

<b>Total Labor Hours</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Total Number of Activities	13	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

**Table 8 – Total Labor Hours**

<b>Qualitative Efforts - Number of Activities by Program</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				

Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four-year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				

Other.					
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**Table 9 – Qualitative Efforts - Number of Activities by Program**

**Narrative**













# 2023-2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)



Public Hearing  
December 16th, 2024  
City of Fort Pierce Grants Administration Division

# WHAT IS THE CAPER?

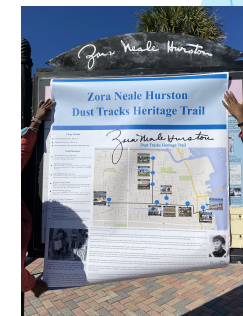
- ▶ Consolidated Annual Performance and Evaluation Report (CAPER) is the HUD-CDBG year end report that outlines the progress made in carrying out Community Development Block Grant (CDBG) programs and activities identified in the Annual Action Plan (AAP).
- ▶ The City of Fort Pierce uses the CAPER to highlight the annual accomplishments of entitlement funds.
- ▶ The CAPER addresses the successes outlined by the 5-year objectives contained in the 2021-2025 Consolidated Plan.
- ▶ This year's report details the progress established in the 2023-2024 AAP which covers the program year from July 1, 2023- June 30, 2024.
- ▶ Finally, the CAPER provides data on projects undertaken, the number of units completed, the number of residents assisted, federal funds expended, resources used and all relevant data.

# PRIORITY NEEDS SERVED IN THE CONSOLIDATED PLAN

Priority Needs	Total Served	# of Projects
Economic Development	553	3
Public services	37	2
Public Facilities & Infrastructure	1	1
Housing Programs	245	4

# HIGHLIGHTS

- ▶ **Economic Development**- Assisted 52 businesses with the Technical Assistance and Advertisement grant. This grant was aimed at assisting small businesses. Partnered with SBDC-IRSC.
- ▶ **Housing Programs** - Assisted 11 households with CDBG funds with housing rehabilitation. 225 assisted with housing workshops. (Financial Literacy, Disaster Preparedness, Purchase Assistance, World Changers and Paint Our Town).
- ▶ **Public Services** - Assisted 35 low-income families and 2 youth programs.
- ▶ **Public Facilities** - Upgrades were made to Pinewood Park.
- ▶ **Neighborhood Services**- the city's Community Garden assisted an estimate of 15 low/moderate plot owners.



# Recommendation

- ▶ Approve the 2023 CAPER draft for submission to U.S. Department of Housing and Urban Development (HUD).
- ▶ Grants Division Staff will make the necessary updates based on the recommendations of the City Commission.

# QUESTIONS AND COMMENTS

- ▶ Thank you for attending the 2023 PY CAPER.
- ▶ Public comments and feedback is appreciated. Please address your comments via the following:
  - ▶ EMAIL: [grantsadministration@cityoffortpierce.com](mailto:grantsadministration@cityoffortpierce.com)
  - ▶ Call: (772) 467-3161
- ▶ A draft of this report PY2023 CAPER can be found on the City of Fort Pierce's webpage:
- ▶ [Community Development Block Grant \(CDBG\) | Fort Pierce, FL - Official Website \(cityoffortpierce.com\)](https://www.cityoffortpierce.com/Community-Development-Block-Grant-CDBG-|Fort-Pierce-FL-Official-Website-cityoffortpierce.com)



THE SUNRISE CITY

**FORT PIERCE**

CITY ATTORNEY'S OFFICE

DONELLA CLARKE, GRANTS ADMINISTRATION MANAGER

*Florida*

SARA HEDGES, CITY ATTORNEY *SH*

TO:

FROM:

RE:

CDBG PY 2023 - 2024: DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

CAO RLS FILE:

RLS 24-422

DATE:

NOVEMBER 26, 2024

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Upon review of the above Request for Legal Services (RLS) and follow-up email with you, there are no legal documents for this Office to review. It is up to the Grants Department to ensure it has appropriately put this document together. This RLS is being returned without legal review.

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

Thank you.

SH

<b>Account Number:</b>	1126026
<b>Customer Name:</b>	City Of Fort Pierce Legals
<b>Customer Address:</b>	City Of Fort Pierce Legals Po Box 1480 Accounts Payable Dept Fort Pierce FL 34954-1480
<b>Contact Name:</b>	Alicia Rosenthal
<b>Contact Phone:</b>	
<b>Contact Email:</b>	arosenthal@cityoffortpierce.com
<b>PO Number:</b>	

<b>Date:</b>	11/13/2024
<b>Order Number:</b>	10770001
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	2.0000
<b>Line Count:</b>	40.0000
<b>Height in Inches:</b>	0.0000

**Print**

Product	#Insertions	Start - End	Category
SCN StLucie-IndianRv-Stuart	5	11/15/2024 - 12/13/2024	Public Notices
SCN tcpalm.com	5	11/15/2024 - 12/13/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$704.00
Tax Amount	\$0.00
Service Fee 3.99%	\$28.09
Cash/Check/ACH Discount	-\$28.09
Payment Amount by Cash/Check/ACH	\$704.00
Payment Amount by Credit Card	\$732.09

<b>Order Confirmation Amount</b>	<b>\$704.00</b>
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**PUBLIC NOTICE  
PUBLIC COMMENT REVIEW PERIOD & PUBLIC HEARING  
DRAFT PY 2023 CONSOLIDATED ANNUAL PERFORMANCE  
AND EVALUATION REPORT (CAPER)**

NOTICE is given that a draft of the PY 2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the City of Fort Pierce will be available for a 30-day public review period. Notice is also given that there will be a public hearing to review the draft CAPER report.

The CAPER reports the accomplishments and expenditures of the City's Community Development Block Grant (CDBG) program as required by the U.S. Department of Housing and Urban Development (HUD). CDBG funded activities include housing rehabilitation, public services for low- and moderate-income households, economic development, and public improvements in the City. The PY 2023 CAPER reports on the program from October 1, 2023, through September 30, 2024.

**Public Comment Period:** A draft of the PY 2023 CAPER will be available to review from November 14th, 2024 – December 13th, 2024. The draft report can be downloaded from the City of Fort Pierce website.

[Community Development Block Grant \(CDBG\) | Fort Pierce, FL - Official Website \(cityoffortpierce.com\)](https://www.cityoffortpierce.com)

Public comments regarding the draft CAPER will be accepted until 5:00 PM on December 13th, 2024, and can be submitted by:

**By Mail: Grants Administration**

100 N. U.S. Highway 1  
Fort Pierce, FL 34950

**E-Mail: [grantsadministration@cityoffortpierce.com](mailto:grantsadministration@cityoffortpierce.com)**

**Public Hearing:** A public hearing will be held at a regularly scheduled City Commission meeting on December 16th, 2024, at 5:05 PM. City Commission meetings are held in the Commission Chambers at the City of Fort Pierce City Hall, 100 North U.S. Highway 1. The public can also view the public hearing at:

<https://www.cityoffortpierce.com/356/Streaming-Video>

For further information, please contact Grants Administration, at (772-467-3161).

**Accessibility:** In accordance with the Americans with Disabilities Act of 1990, for all persons who are disabled and require special accommodations to participate please email [sjohnson@city-ftpiere.com](mailto:sjohnson@city-ftpiere.com) or call the ADA Coordinator at 772-467-3766. For non-English speaking assistance please call (772-467-3000).

Pub: Nov. 15, 22, 29, Dec. 6, 13, 2024; TCN10770001

**City Commission Regular Meeting - 5:05 pm**

**15. a.**

**Meeting Date:** 12/16/2024

**Re:**

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**SUBJECT:**

Reports

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**Attachments**

Purchase Order Report

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**Form Review**

Form Started By: Jennifer Robinson

Started On: 12/09/2024 03:58 PM

Final Approval Date: 12/09/2024

**Purchase Orders Between \$10,000 to \$50,000 Approved by the Acting City Manager from November 1, 2024 to November 30, 2024.**

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
CITY MANAGER	MAIN STREET OF FORT PIERCE,INC	4th of July Fireworks	\$28,000.00	0016000-583950 COMMUNITY SPONSOR/FIREWORKS	ADMINISTRATIVE
ENGINEERING	TEMPLE, INC.	Rehab and upgrades to Vehicle and Ped signals	\$16,485.00	0014400-534920 CONTRACTUAL SVC/CLOSED LOOP	ENGINEERING
ENGINEERING	TEMPLE, INC.	Upgrade to Pedestrian and Vehicle signals	\$41,305.00	0014400-534920 CONTRACTUAL SVC/CLOSED LOOP	ENGINEERING
GOLF - MAINTENANCE	HELENA CHEMICAL COMPANY	Chemicals for Weed Control	\$35,000.00	4054502-552420 OPERATING SUPPLIES/CHEMICALS	GOLF COURSE MAINT
GOLF - SHOP	CALLAWAY GOLF SALES COMPANY	Golf Clubs, Balls, Bags & Gloves for Resale	\$25,000.00	4054501-549350 OTHER CURRENT CHR/CHRG/MERCHAND	GOLF SHOP
GRANTS ADMINISTRATION	NEIGHBORLY SOFTWARE	Payment for Annual Subscription - Software	\$12,600.00	1039000-549600 OTHER CURRENT CHR/ADMIN CHR	CDBG
INFORMATION TECHNOLOGY	GRANICUS, LLC	Annual Renewal: SmartGov - Enterprise	\$11,419.25	4202902-546750 REPAIR & MAINTEN/SOFTWARE	BUILDING DEPARTMENT
INFORMATION TECHNOLOGY	INTUIT *QUICKBOOKS	PCARD Blanket PO: Intuit Quickbooks	\$10,000.00	4014100-546750 REPAIR & MAINTEN/SOFTWARE	MARINA
INFORMATION TECHNOLOGY	MMSOFT DESIGN LTD.	Pulseway Annual Renewal	\$14,580.00	4202902-546750 REPAIR & MAINTEN/SOFTWARE	BUILDING DEPARTMENT
INFORMATION TECHNOLOGY	VERIZON WIRELESS	PCard Blanket - Verizon Fleet Account# 10000017757	\$19,150.00	0012500-541100 COMMUNICATIONS & FREIGHT/COM	INFORMATION TECHNOLOGY
MARINA	WILCO CONSTRUCTION, INC.	BOAT LIFT FOR CITY MARINA	\$22,579.00	4014100-534900 CONTRACTUAL SVC/MSC CONT FEE	MARINA
POLICE - STAFF	CARDIO PARTNERS INC.	AED Batteries and Pads	\$27,008.40	0013002-551500 OFFICE SUPPLIES/MISC EQUIP	POLICE SUPPORT
POLICE - STAFF	DELL MARKETING, L.P.	Annual Carbon Black Software Renewal	\$10,200.00	0013002-546750 REPAIR & MAINTEN/SOFTWARE	POLICE SUPPORT
POLICE - STAFF	SMARSH, INC	SMARSH SMS Capture Migration	\$12,000.00	0013002-546750 REPAIR & MAINTEN/SOFTWARE	POLICE SUPPORT
POLICE - STAFF	STATE OF FLORIDA DEPT OF MGMT SERV	Blanket Purchase Order for Phone Services - SUNCOM	\$50,000.00	0013002-541100 COMMUNICATIONS & FREIGHT/COM	POLICE SUPPORT
PW - COMMUNITY CENTER	SOUTHERN CLEANING SERVICE, INC.	Bid No. 2023-063~ Janitorial Services/City Bldgs.	\$10,000.00	0014008-546110 REPAIR & MAINTEN/JANITORIAL	COMMUNITY CENTER
PW - FACILITIES MAINTENANCE	KONE INC.	ELEVATOR MAINTENANCE/REPAIRS CITY-WIDE FY 25	\$50,000.00	0014004-534900 CONTRACTUAL SVC / MSC CONT FEE	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	SANI EFFECT ENVIRONMENTAL INC.	MAIN PD DUCT CLEANING	\$24,062.12	0014004-546100 REPAIR & MAIN SVC/BUILDING	FACILITIES MAINTENANCE
PW - FLEET	SAFETY PRODUCTS, INC.	Misc. safety supplies city wide	\$10,000.00	0014003-599993 PO CLEARING ACCOUNT	FLEET MAINTENANCE
PW - FLEET	THE PARTS HOUSE	Automotive parts and supplies city wide	\$20,000.00	0014003-599993 PO CLEARING ACCOUNT	FLEET MAINTENANCE
PW - PARKS AND GROUNDS	1000BULBS.COM SERV LIGHTING/ELECTR	OUTSIDE LED LIGHT BULB REPLACEMENTS	\$10,000.00	0014005-552320 OPERATING SUPPLIES/OTHER	PARKS & GROUNDS
PW - STREETS AND DRAINAGE	ARAMSCO INC.	MISC TRAFFIC SUPPLIES FY 25	\$35,000.00	0014006-553400 ROAD MAT & SUPP/STREET	STREETS & DRAINAGE
PW - STREETS AND DRAINAGE	EARTHMOVERS CONSTRUCTION EQUIPMENT	ROLLER PURCHASE	\$26,277.57	0014006-564405 EQUIPMENT & MACHINERY/OTHER	STREETS & DRAINAGE
PW - STREETS AND DRAINAGE	PARK'S RENTAL	MISC STREETS EQUIPMENT RENTALS FY 25	\$10,000.00	0014006-544100 RENTALS & LEASES/EQUIP RENT	STREETS & DRAINAGE
PW - STREETS AND DRAINAGE	RANGER CONSTRUCTION INDUSTRIES INC	MISC CONCRETE AND SUPPLIES FY 25	\$15,000.00	0014006-553300 ROAD MAT & SUPP/SURFACE PATC	STREETS & DRAINAGE
PW - STREETS AND DRAINAGE	STEWART MATERIALS, LLC.	MISC MATERIALS AS NEEDED/SAND/ROCK/ETC FY 25	\$12,500.00	0014006-553400 ROAD MAT & SUPP/STREET	STREETS & DRAINAGE
PW - STREETS AND DRAINAGE	UNIVERSAL SIGNS & ACCESSORIES	MISC SIGNS AND SUPPLIES FY 25	\$15,000.00	0014006-553100 ROAD MAT & SUPP/PAINT&SIGN	STREETS & DRAINAGE
SOLID WASTE	4IMPRINT, INC.	SOLID WASTE PROMOTIONAL ITEMS FY 25	\$10,000.00	4024200-541100 COMMUNICATIONS & FREIGHT/COM	SOLID WASTE
SOLID WASTE	KIMBALL MIDWEST	Misc. hardware, parts, and supplies	\$10,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SOLID WASTE	NEXAIR, LLC	WELDING GASES AND CYLINDER RENTALS FY 25	\$15,000.00	4024200-552100 OPERATING SUPPLIES/GAS & OIL	SOLID WASTE
SOLID WASTE	OTTO ENVIRONMENTAL SYSTEMS	REPLACEMENT GARBAGE/RECYCLE CANS FY 25	\$50,000.00	4024200-534900 CONTRACTUAL SVC/MSC CONT FEE	SOLID WASTE
SOLID WASTE	PAINT HOUSE	TRUCK WASH REPAIRS/SUPPLIES/PAINT FOR DUMPSTERS	\$25,000.00	4024200-534900 CONTRACTUAL SVC/MSC CONT FEE	SOLID WASTE
SOLID WASTE	TRI-BROTHERS TREE & LAND, INC.	EMERGENCY HURRICANE DEBRIS REMOVAL FY 25	\$15,600.00	4024200-534900 CONTRACTUAL SVC/MSC CONT FEE	SOLID WASTE
SOLID WASTE	UNIFIRST CORPORATION	Solid Waste division uniforms, towels, and carpets	\$20,000.00	4024200-552500 OPERATING SUPPLIES/UNIFORMS	SOLID WASTE

**Purchase Orders Between \$10,000 to \$50,000 Approved by the Acting City Manager from November 1, 2024 to November 30, 2024.**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Total Amount</b>	<b>Budget Account Code</b>	<b>Fund Description</b>
SOLID WASTE	WASTEBUILT ENVIRONMENTAL SOL, INC	MISC REFUSE TRUCK PARTS/SERVICES FY 25	\$35,000.00	4024200-546510 REPAIR & MAINTEN/VEH PARTS	SOLID WASTE
SUNRISE THEATRE	ELITE TACTICAL SOLUTIONS LLC	Security services for Shows	\$15,000.00	4064600-534990 CONTRACTUAL SVC/SECURITY	SUNRISE THEATRE
SUNRISE THEATRE	IHEARTMEDIA & ENTERTAINMENT, INC	Annual Show Advertising	\$13,500.00	4064600-548100 PROMOTIONAL ACTI/ADVERTISING	SUNRISE THEATRE
SUNRISE THEATRE	INDIAN RIVER MAGAZINE, INC.	Annual Show Advertising	\$10,000.00	4064600-548100 PROMOTIONAL ACTI/ADVERTISING	SUNRISE THEATRE
SUNRISE THEATRE	JOHNSON CONTROLS FIRE PROTECTION	FIRE ALARM SYSTEM / SINGLE SOURCE VENDOR	\$15,000.00	4064600-534900 CONTRACTUAL SVC/MSC CONT FEE	SUNRISE THEATRE
SUNRISE THEATRE	TIX USA LLC	Ticketing System for Sunrise Theatre	\$40,000.00	4064600-534900 CONTRACTUAL SVC/MSC CONT FEE	SUNRISE THEATRE
SUNRISE THEATRE	VERO BEACH 32963 MEDIA, LLC	Annual Show Advertising	\$12,000.00	4064600-548100 PROMOTIONAL ACTI/ADVERTISING	SUNRISE THEATRE