

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

City Commission Meeting - Monday, January 12, 2025 - 9:00 a.m.

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

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

- A. Approval of the minutes from the December 08, 2025, Day Meeting.

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

7. **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.

8. **Miscellaneous Reports and Presentations**

- A. Infrastructure Surtax Referendum Discussion and Review of Project List
- B. Update on Sunrise Theatre management negotiations and status of audio and lighting equipment rental as follow up from October 20, 2025 City Commission meeting.

9. **Consent Agenda**

- A. Approval of Amendment No. 2 to Agreement No. 24PLN31 for the City of Fort Pierce Comprehensive Vulnerability Assessment FDEP Resilient Florida Grant Agreement in the amount of \$159,665.00.
- B. Approval to Increase Purchase Order No. 260062 in the Amount of \$70,840 for Special Election Costs to the St. Lucie County Supervisor of Elections; \$60,000.00 estimated costs for the run-off election on January 13 and an additional \$10,840.00 of actual costs for the special election of November 4.
- C. Approval for Mayor Hudson to attend the 2026 Florida League of Mayors Regional Roundtable in Ocala, Florida from February 12 to February 13, 2026 at the cost of \$527.04.
- D. Approval of the Chief of Police employment contract between the City of Fort Pierce and David Smith.

10. **City Commission - Resolutions**

11. **New Business - City Commission Discussion Items**

12. **City Commission Boards and Committees Updates**

13. **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.

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 Day Meeting 9:00 AM

5. A.

Meeting Date: 01/12/2026

Re: Approval of the Minutes

Submitted For: Brittany Meredith, Deputy City Clerk, City Clerk

SUBJECT:

Approval of the minutes from the December 08, 2025, Day Meeting.

Attachments

Minutes

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 9:00 A.M. ON MONDAY, DECEMBER 08, 2025.

1. **Call to Order**

Mayor Hudson called the December 08, 2025, Day Meeting to order at 9:00 A.M.

2. **Pledge of Allegiance**

3. **Roll Call**

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

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

4. **Approval of Minutes**

A. Approval of the minutes from the November 10, 2025 Day Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the minutes for the November 10, 2025 Day Meeting.

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

Passed

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the agenda.

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

Passed

7. **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.

Mario Wilcox
Nancy McConkey
Martha McKean

8. **Miscellaneous Reports and Presentations**

- A. St. Lucie County Regional Resilience Draft Plan and companion Resilience Vulnerability Assessment-Other Hazards Resiliency Strategy Report and Feedback - Sandra Bogan, SLC Resilience Navigator

Sandra Bogan, SLC Resilience Navigator, and Erin Davie of Tetra Tech presented the St. Lucie County Regional Resilience Draft Plan and companion Resilience Vulnerability Assessment-Other Hazards Resiliency Strategy Report. Staff are seeking input for the draft SLC Regional Resilience Plan report (RRP) and companion Resilience Vulnerability Assessment-Other Hazards report (RVA-OH). A Final SLC RRP and RVA-OH report will be brought back to the Board for formal acceptance at an upcoming Regular meeting. The Commission appreciated the report, however they did express concerns about funding from the city. Ms. Davie provided information to clarify how the state grant will assist with funding.

- B. Annual Update (2024–2025) from Treasure Coast Homeless Services Council on Services Provided to Fort Pierce’s Unsheltered Population.

Special Projects Coordinator, Audria Moore and Visionary Leader of the Treasure Coast Homeless Services Council, Rayme Nuckles, presented the Annual update from the Treasure Coast Homeless Services Council on Services Provided to Fort Pierce’s Unsheltered Population. They are requesting the Commission to consider renewing the Interlocal Funding Agreement with St. Lucie County. The Commission requested the data on the funding from other cities and counties to help fix the inequality in funding that is currently primarily reliant on the City of Fort Pierce and St. Lucie County contributions.

9. **Consent Agenda**

- A. Approval of U.S. Army Corps of Engineers Supplemental Agreement No. 1 Extending Jetty License Agreement No. DACW17-3-21-0001 for the Operation of Jetty Linear Park by one (1) additional year to December 13, 2026.
- B. Approval of Interlocal Funding Agreement with St. Lucie County for homeless services in the amount of \$125,000 for FY2026
- C. Approval of the Amendment to the grant agreement between the State of Florida, the Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project to June 30, 2026.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to pull item 9A and approve items 9B and 9C.

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

Passed

As to Item 9A, Commissioner Broderick requested more information from staff regarding the agreement. Special Projects Coordinator, Marsha Commond, discussed the extension of the existing License Agreement for an additional five years with a supplemental one-year agreement. The Commission stated that because this is a federal issue, the City should request further assistance from Congress to ensure the 5 year memorialization of the agreement.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve item 9A.

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

Passed

10. **City Commission - Resolutions**

- A. Resolution 25-R81 adopting polling places for the January 13, 2026 Special Run-Off election.

City Clerk, Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION 25-R81.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING FOR PUBLICATION OF THE DESIGNATED PRECINCT POLLING PLACES IN THE CITY OF FORT PIERCE FOR THE SPECIAL RUN-OFF ELECTION TO BE HELD ON JANUARY 13, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution 25-R81.

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

Passed

- B. Resolution 25-R83 appointing members to the Civil Service Appeals Board.

City Clerk, Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION 25-R83.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE CIVIL SERVICE APPEALS BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 25-R83 appointing Steven Dipalma.

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

Passed

11. **New Business - City Commission Discussion Items**

- A. Discussion of a proposed initiative to reduce review timelines for Single-Family, Duplex and Cottage planning applications within certain Zoning Districts.

Planning Director, Kevin Freeman, gave the presentation on the proposed initiative to reduce timelines for Single-Family, Duplex and Cottage planning applications within certain Zoning Districts. He mentioned the project specifically for the R-3 and R-4 zoning areas and the Commission asked if we could open it up for all zoning areas within the city. The plan is to have a package ready with plans and the proper approvals all together and ready for a developer or contractor to have an expedited review process. They did discuss that this would not be mandatory plans, just available as an option for homeowners to help the underdeveloped areas of the city. There would be different design packages to match the existing homes in the different neighborhoods. The commission discussed the option for FPRA to be able to purchase the design or catalogs and set a standard price for the plans.

- B. Comprehensive City Economic Development Overview Presentation, Discussion and Direction

Mr. Freeman and Community and Economic Director, Shyanne Harnage, presented the Comprehensive City Economic Development Overview. Ms. Harnage let the commission know this is from the strategic plan and will lay the foundation for future discussions. The commission commented on the growth happening out west of the city.

C. Discussion and approval of City Manager's appointment of Fort Pierce Police Chief.

City Manager, Richard Chess updated the commission on his appointment of Commander David Smith from the Prince William Police Department as the Police Chief for the City of Fort Pierce Police Department. He stated all the candidates were well qualified. He is positive that Mr. Smith will bring accountability and a strong and cohesive unification between the city and the Police Department. Commissioner Gaines requested an email that was received be read into record from the Police Union; Commissioner Gaines read the email. Everyone mentioned Mr. Smith being their top choice of the three interviews for Police Chief. They also thanked staff for their hard work on this project. Mr. Chess expressed his appreciation for the staff who assisted in this process as well as the previous Chiefs who sat on the panel board.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the selection of Commander David Smith as the next Chief in accordance with City Manager Chess' recommendation.

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

Passed

12. City Commission Boards and Committees Updates

Commissioner Johnson mentioned the TPO discussed a development by Ashley Capitol Group. The Fire Board has one more meeting this year and will be extending the contract of the current chief. He thanked the Fire Department for their hard work and dedication during the Thanksgiving and Christmas holidays. The Port Advisory Board meeting is on the 18th, and they will be discussing Harbour Pointe Park.

Commissioner Broderick mentioned his takeaway from the TPO meeting is that the city needs a discussion with the County on the railroad and freight plan. The Parking Committee revisited the pay to park program. They will be recommending stopping the program and that will be brought to the commission at a meeting next year.

Commissioner Gaines mentioned the Treasure Coast league of Local Government will be picking officers in January. He is in good standing with the Retirement Board. The Council on Aging is getting a new director. The Affordable Housing meeting is this week, and they will be discussing the annual report, and it will be brought to the commission.

Mayor Hudson mentioned that the Florida Municipal Insurance Trust meeting is on Friday. She commended the FPUA on their contribution to the Holiday parade. They received an award for building strong communities. The Treasure Coast League of Cities meeting is on the 17th. She thanked Fort Pierce Main Street, Kiwanis and the Police Department for their outstanding work for the Christmas parade.

13. Adjournment

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

Mayor Hudson adjourned the meeting at 12:23 P.M.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Day Meeting 9:00 AM

10. A.

Meeting Date: 01/12/2026

Re: Sales Tax Referendum Update

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Infrastructure Surtax Referendum Discussion and Review of Project List

SUMMARY:

The City of Fort Pierce, St. Lucie County and the City of Port St. Lucie are working together in preparation of the One-Half Cent Sales Tax Referendum that is planned for referendum on the November, 2026 ballot. Erick Gill, Public Information Officer from St. Lucie County will provide an update along with City Staff. The Commissioners will also be provided with a draft city project list which will be part of the campaign.

RECOMMENDATION:

Listen to the presentation.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Richard Chess, City Manager

Linda Cox, City Clerk

COORDINATED WITH:

Mark Zrallack, City Engineer

Selena Griffett, Project Engineer

Audria Moore, Special Projects Coordinator

Erick Gill, St. Lucie County

City Commission Day Meeting 9:00 AM

11. B.

Meeting Date: 01/12/2026

Re: Sunrise Theatre Update

SUBJECT:

Update on Sunrise Theatre management negotiations and status of audio and lighting equipment rental as follow up from October 20, 2025 City Commission meeting.

SUMMARY:

This is a follow up from the October 20, 2025 City Commission meeting.

RECOMMENDATION:

n/a

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Richard D. Chess, City Manager
Marisa Quijano, Interim Sunrise Theatre Director

COORDINATED WITH:

n/a

City Commission Day Meeting 9:00 AM

13. A.

Meeting Date: 01/12/2026

Re: Request Approval of the City of Fort Pierce Comprehensive Vulnerability Assessment
FDEP Resilient Florida Grant Agreement - Amendment No. 2

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Amendment No. 2 to Agreement No. 24PLN31 for the City of Fort Pierce Comprehensive Vulnerability Assessment FDEP Resilient Florida Grant Agreement in the amount of \$159,665.00.

SUMMARY:

The City of Fort Pierce was awarded a Florida Department of Protection (FDEP) Resilient Florida Grant to complete a Comprehensive Vulnerability Assessment (VA) in the amount of \$159,655.00. The completion of the Comprehensive Vulnerability Assessment is 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.

The City of Fort Pierce's Comprehensive Vulnerability Assessment FDEP Grant Agreement No. 24PLN31 was executed by the City on December 16th, 2024 and FDEP on January 6, 2025. The Grant Agreement Amendment No. 1 addressed changes from a 24PLN Grant Work Plan to a 25PLN Grant Work Plan Template and extended Grant Task deadlines through March 31, 2026. Grant Agreement Amendment No. 1 was executed by the City of June 2, 2025 and FDEP on June 4, 2025. The Grant Agreement Amendment No. 2 addresses revised task deadlines and a six(6) month extension of the Agreement. To date, the City has submitted both Tasks 1 and 2 to FDEP. FDEP has accepted Task 1, and it is deemed complete as of October 2025. Task 2 was submitted in early December and is currently under review by FDEP.

FDEP has specified that the Amendment is to be executed and returned within 60 days of the email notification dated December 11th, 2025.

RECOMMENDATION:

Staff recommends approval of the Grant Agreement Amendment No. 2.

ALTERNATIVES:

The current task deadlines require revisions in order to complete the project.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

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

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.

Attachments

FDEP Resilient Florida Grant Agreement - Amendment No. 2

City Attorney Memo

**AMENDMENT NO. 2
TO AGREEMENT NO. 24PLN31
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF FORT PIERCE**

This Amendment to Agreement No. 24PLN31 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Fort Pierce (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Fort Pierce Comprehensive Vulnerability Assessment (Project), effective January 6, 2025; and,

WHEREAS, the Grantee has requested a 6-month extension of the Agreement to complete the project; and,

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 5, Attachment 6, following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, the Department has requested to add Exhibit E to the Agreement; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 7. of the Standard Grant Agreement is hereby revised to the following:

<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 https://facts.fldfs.com , 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 checked="" type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR 1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist

3. Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.
4. Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.
5. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
6. Attachment 5-A, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-B, Second Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5-A, shall hereinafter refer to Attachment 5-B, Second Revised Special Audit Requirements.
7. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.
8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF FORT PIERCE

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Linda Hudson, Mayor
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

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

Specify Type	Letter/ Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (5 pages)
Attachment	5-B	Second Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	E	Advanced Payment Terms (3 pages)

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

ATTACHMENT 1-B

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;
 - (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; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- 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

Attachment 1-B

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 subrecipients 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 Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee 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.
- 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.

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 Grantee's website, if Grantee 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/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards 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/subrecipient 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/subaward 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/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient'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/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward 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/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - 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/subrecipient. 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/subrecipient, 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 Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients 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 subrecipients 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. Subrecipients 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/subrecipients 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 purchase 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, and subcontractors/subrecipients 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, and subcontractors/subrecipients; 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/Subawards.

- 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/subrecipient 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/subawards 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/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- 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 or subawarded, Grantee shall similarly require each subcontractor/subrecipient 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 subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients 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/fsaa>.
- 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/Subawards.

- 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/subrecipient, 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/subrecipient, 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/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. 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/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded 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/subaward, 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/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, 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/subrecipients, 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/subrecipients 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.

Attachment 1-B

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

ATTACHMENT 2-B

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 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/Subaward (Subcontractors/Subrecipients)
<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/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, 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/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient 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. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

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

ATTACHMENT 3-B

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: 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 must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types 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, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
 - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling 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 take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

Deliverables: The Grantee will provide the following:

- **1.1:** A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;

- **1.2:** Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- **1.3:** Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
 - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards, and classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S.
 - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses

Description: The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying 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 and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **2.1:** GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
 - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
 - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards, and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3: 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:

- **3.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **3.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **3.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and

- **3.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 4: Final Vulnerability Assessment Report

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). 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.

Deliverables: The Grantee will provide the following:

- **4.1:** A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
 - Findings of the gap analysis;
 - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
 - Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
 - A summary of assigned focus areas, if applicable.
- **4.2:** Completed Critical Assets Basic Attributes Schema (Table 3), Critical Assets Groups and Types (Table 4), and VA Results Attribute Scheme (Table 5) consistent with the GIS Data Standards; and
- **4.3:** A signed VA Compliance Checklist Certification (Exhibit I).

Task 5: Public Outreach Meetings and Stakeholder Engagement

Description: The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **5.1:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 6: Local Mitigation Strategy

Description: The results of the VA 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 the following:

- **6.1:** 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 and annex in the next iteration of the LMS Plan, i.e., the next five-year update; 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 on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the “Conduct Steering Committee Meetings” and “Peril of Flood Compliance” tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department’s Grant Manager prior to submitting any subsequent deliverables. 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. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee’s contractors included in the payment request. 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 Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. 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.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request. Upon receipt of the advanced funds, the Exhibit E, Advanced Funds Expended and Interest Earned Memo, must be submitted to the Department on a quarterly basis in conjunction with the Exhibit A, Progress Report Form.

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 and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before 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	Acquire Background Data	Contractual Services	\$20,000	\$0	\$20,000	7/1/2023	3/31/2026
2	Exposure and Sensitivity Analysis	Contractual Services	\$72,000	\$0	\$72,000	7/1/2023	6/30/2026
3	Identify Focus Areas	Contractual Services	\$20,000	\$0	\$20,000	7/1/2023	9/30/2026
4	Final Vulnerability Assessment Report	Contractual Services	\$35,000	\$0	\$35,000	7/1/2023	9/30/2026
5	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	\$5,500	\$0	\$5,500	7/1/2023	3/31/2026
6	Local Mitigation Strategy	Contractual Services	\$7,165	\$0	\$7,165	7/1/2023	9/30/2026
Total:			\$159,665	\$0	\$159,665		

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

Attachment 5-B

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 non-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(1)(n), 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 the current 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 the current 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 <https://www.myfloridacfo.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

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

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 the current 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 the current Rules of the Auditor

Attachment 5-B

General, should indicate the date and time the reporting package was delivered to the recipient and any 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 A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

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:

Federal Program A	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.	
	Etc.	
Federal Program 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.	
	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 A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
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 A	State Awarding Agency	State Fiscal Year ¹	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 Programs	\$159,665.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	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/compliance.aspx>]). The 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.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.
3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.
4. 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.
5. 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.
6. 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.”
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. 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 upon completion of the project, which may be after the Agreement's Date of Expiration.
8. 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.

9. 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.
10. 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.
11. 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

12. 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.
13. 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.
14. 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

15. 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.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Advance Payment Terms

Exhibit E

1. Advance Payments.

- a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.
- b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.
- c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.
- d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
- e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
- f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

Memorandum

**EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo**

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY**.

Interest Due to DEP: Yes No

(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of MM/DD/YY : _____	Final Report: <input type="checkbox"/> Yes or <input type="checkbox"/> No
Project % of Completion as of MM/DD/YY : _____	Estimated Project Completion Date: _____
Initial advanced funds disbursed MM/DD/YY	Cumulative amount of advanced funds \$ _____
1 Advanced funds principal <i>expended</i> by contractor covering period of MM/DD/YY to MM/DD/YY	\$ _____
2 Advanced funds principal <i>returned</i> by contractor covering period of MM/DD/YY to MM/DD/YY	\$ _____
3 Advanced funds principal balance available on hand	\$ _____
4 Interest earned on advanced funds covering period of MM/DD/YY to MM/DD/YY	\$ _____
5 Amount of interest paid to DEP as of MM/DD/YY	\$ _____
6 Interest balance due to DEP as of MM/DD/YY	\$ _____

Project Management Certification:

By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

DEP Grant Manager Printed Name

Advanced Funds Recipient Printed Name

DEP Grant Manager Signature

Date

Advanced Funds Recipient Signature

Date

DEP USE ONLY

Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the **Contract Disbursements Section at (850) 245-2465**, in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.


In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.


If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.



TO: VENETIA BARNES, STORMWATER ENGINEER MANAGER, ENGINEERING

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY 

THROUGH: SARA HEDGES, CITY ATTORNEY 

RE: CITY OF FORT PIERCE COMPREHENSIVE VULNERABILITY ASSESSMENT FDEP GRANT AGREEMENT – AMENDMENT NO. 2

CAO RLS#: 25-420

DATE: DECEMBER 30, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No. 2 to the Agreement between the City and the Florida Department of Environmental Protection (FDEP) addressing the Comprehensive Vulnerability Assessment. **The Amendment is approved as to form and correctness.** For the specific changes in the Amendment, please note the following:

1. Attachment 1-B:
 - a. Section 9(c) title has been revised to include the words “subawards” and “subrecipients” with no changes to the requirements.
 - b. Section 23 now includes language requiring compliance with civil rights laws which is typically required for projects supported by federal financial assistance (federal grants/funds) which this project is not but likely the state wanted to cover all bases.
 - c. Section 32 title has been revised to include the word “subawards” with no changes to the requirements.
 - d. Section 37 title has been revised to include the word “subrecipients” with no changes to the requirements.
2. Attachment 2-B:
 - a. Section 4 title has been revised to include the word “subaward”, “subcontractors”, and “subrecipients” with no changes to the requirements.
 - b. Section 11 title has been revised to include the word “subawards” with no changes to the requirements
3. Attachment 3-B:
 - a. The Task Due dates for Task #2, 3, 4, and 6 have been changed.
4. Attachment 5-B:
 - a. Part II: State Funded and Part IV: Report Submission sections have been revised to remove references to the citations Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations)

5. Attachment 6-A
 - a. The General Section has been revised to add Progress Reports as a requirement.
6. Exhibit E and E1 has been added to address advance payments.

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

City Commission Day Meeting 9:00 AM

14. B.

Meeting Date: 01/12/2026

Re: Election Costs

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval to Increase Purchase Order No. 260062 in the Amount of \$70,840 for Special Election Costs to the St. Lucie County Supervisor of Elections; \$60,000.00 estimated costs for the run-off election on January 13 and an additional \$10,840.00 of actual costs for the special election of November 4.

SUMMARY:

The original estimated cost of \$60,000 for the November 4, 2025, Special Election was approved on October 13, 2025. The actual election costs for the November 4, 2025, Special Election totaled \$70,840, and an itemized breakdown is attached. Also attached is the itemized estimated cost breakdown of \$60,000 for the January 13, 2025, Special Election. Once the January 13, 2025, election is complete, the Supervisor of Elections will provide a detailed listing of the final actual costs and calculate whether there is any balance due or refund amount to be returned to the City.

RECOMMENDATION:

Approve the expenditure.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Supervisor of Election

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 25-26
Account: 001-1600-534860
Amount: 70,840.00

FISCAL IMPACT:

Funds will be allocated.

Attachments

Nov 4 Actual Costs
Jan 13 Estimated Costs

City of Fort Pierce
Actual Special Election Costs
November 4, 2025

Poll Workers – Early Voting	\$ 15,345
Poll Workers – Election Day	12,697
Part-time Workers – Canvassing, etc.	354
Polling Place Rental – Various Precincts	1,900
Ballots – Official & Test	1,000
Sample Ballot Postage	2,000
BOD Materials	500
Communications – Cell Phones, Data Transmission	1,500
Advertising – Newspapers, Radio, etc.	2,305
Mail-in Ballots & Postage	2,987
Professional Services	6,976
Election Support Services – Equipment	7,150
Security – Sheriff Deputies (Early Voting, Election Day, Canvass)	10,951
Staffing – Call Center, Support, Office	2,075
Supplies & Miscellaneous	3,100
Total	\$ 70,840

City of Fort Pierce
Estimated Special Election Costs
January 13, 2026

Poll Workers – Early Voting	\$ 15,000
Poll Workers – Election Day	13,000
Part-time Workers – Canvassing, etc.	1,000
Polling Place Rental – Various Precincts	1,000
Ballots – Official & Test	1,000
Sample Ballots / Postage	2,000
BOD Materials	1,000
Communications – Cell Phones, Data Transmission	1,000
Advertising – Newspapers, Radio, etc.	2,000
Mail-in Ballots / Postage	2,000
Professional Services	5,000
Election Support Services – Equipment	5,000
Security – Sheriff Deputies (Early Voting, Election Day, Canvass)	6,000
Staffing – Call Center, Support, Office	2,000
Supplies & Miscellaneous	3,000
Total	\$ 60,000

City Commission Day Meeting 9:00 AM

15. C.

Meeting Date: 01/12/2026

Re: Approval of Travel for Mayor Hudson for the 2026 FLM Regional Roundtable

Submitted For: Bianca Lopez, Deputy City Clerk, City Clerk

SUBJECT:

Approval for Mayor Hudson to attend the 2026 Florida League of Mayors Regional Roundtable in Ocala, Florida from February 12 to February 13, 2026 at the cost of \$527.04.

SUMMARY:

This roundtable will bring mayors together to discuss practical strategies for effective communication and steady leadership during times of crisis.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Linda Hudson

Attachments

Travel Packet



Calculate toll costs for any routes across North America, Western Europe and these countries

For 2-axle passenger vehicles only. For additional vehicle sizes visit <https://trucks.tollsmart.com>.

Summary

Distance: **190 mi**

Duration: **2 hours 55 mins**

Toll Cost (Cash) USA: **\$8.64**

Toll Cost (Transponder) **\$7.31**

USA:

<http://maps.google.com?>

[saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=1615+NW+81st+Ter+Rd,+Ocala,+FL+34482&dirflg=d](http://maps.google.com?saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=1615+NW+81st+Ter+Rd,+Ocala,+FL+34482&dirflg=d)

Details



Florida's Turnpike: Ticket System

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (SunPass, K-TAG, PIKEPASS, SunPass PRO, E-ZPass® (from any state), NC Quick Pass, E-PASS, LeeWay, Peach Pass or BC-PASS): \$4.13 No Pass (one-time entry fee): \$5.18 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle vehicle



Florida's Turnpike - Northern Coin System

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (SunPass, K-TAG, PIKEPASS, SunPass PRO, E-ZPass® (from any state), NC Quick Pass, E-PASS, LeeWay, Peach Pass or BC-PASS): \$3.18 No Pass (one-time entry fee): \$3.46 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle vehicle

Summary

Distance: **219 mi**
Duration: **3 hours 34 mins**
Toll Costs: **Free**

<http://maps.google.com?>

saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=1615+NW+81st+Ter+Rd,+Ocala,+FL+34482&dirflg=d

Details

Summary

Distance: **237 mi**
Duration: **3 hours 32 mins**
Toll Cost (Cash) USA: **\$20.04**
Toll Cost (Transponder) **\$13.76**
USA:

<http://maps.google.com?>

saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=1615+NW+81st+Ter+Rd,+Ocala,+FL+34482&dirflg=d

Details



SR 528 (Beachline Expressway)

Unregistered Video: \$1.82 Vehicle Class 2-axle vehicle or a motorcycle



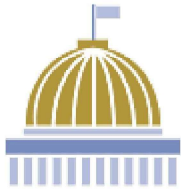
SR 528 (Beachline Expressway)

Unregistered Video: \$2.12 Vehicle Class 2-axle vehicle or a motorcycle



SR 417 (Central Florida GreeneWay)

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a (SunPass, SunPass PRO, NC Quick Pass, E-PASS, LeeWay, Peach Pass, E-ZPass® (from any state), RiverLink, I-PASS or BC-PASS) Transponder/Pass: \$1.00 No Pass (one-time entry fee): \$2.00 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail. Additional service charges may apply. Vehicle Class 2-axle vehicle or a motorcycle



**FLORIDA LEAGUE
OF MAYORS, INC.**

Sign out [Brittany Meredith, CBTO](#)

FLM February 12-13, 2026 Regional Roundtable

Register for the hotel group rate at the World Equestrian Center in Ocala no later than **January 1, 2026**. The rate is \$229 plus tax per night. Contact flm@flcities.com to receive the hotel link. The hotel is called The Riding Academy Hotel (1615 NW 81st Ter Rd, Ocala, FL 34482).

Register AND reserve your hotel room no later than January 1, 2026.

Join your fellow mayors for the next **Florida League of Mayors Regional Roundtable**, where we'll focus on leadership, communication, and collaboration during times that test us most.

Roundtable Title: When the Spotlight Finds You: Leading Through Crisis

Description: In moments of crisis, words travel faster than facts—and a mayor's response can either calm a community or deepen uncertainty. Whether facing a natural disaster, a public safety emergency, or heightened political pressure, the way you communicate in those critical first hours can define your leadership and shape your community's recovery.

This roundtable will bring mayors together to discuss practical strategies for effective communication and steady leadership during times of crisis.

Location: World Equestrian Center (1750 NW 80th Avenue, Ocala, FL 34482)

These events are open to all Florida Mayors (both FLM members and nonmembers), and you may bring 1 guest.

Your Vice/Deputy Mayor is also invited; please encourage them to participate and they can also bring 1 guest.

Attire is casual or business casual.

Thursday, February 12th

- Noon-1pm Lunch

- 1pm-3pm Panel
- 3pm-4pm Equestrian Show
- 6:15pm-8:15pm Dinner

Friday, February 13th

- 9am-11am Breakfast

Login Credentials: Your login credentials are the same username and password you use when registering for Florida League of Cities (FLC) events. If you have never registered for an FLM event through this website, please email flm@flcities.com for your login credentials.

Questions? Contact flm@flcities.com.

Price **FREE**

When 2/12/2026 12:00 PM - 2/13/2026 11:00 AM
Eastern Standard Time

Where World Equestrian Center
1750 NW 80th Avenue
Ocala, FL 34482

[Add to Calendar](#)

Registration

Brittany Meredith, CBTO

[Register](#)

Linda Hudson

Mayor

Fort Pierce

[View details](#)

REGISTERED



Step 2/2 | Check-out

Tax/Fee Breakdown



Your Reservation

King Studio

(Courtesy) Florida Regional Round Table

Thu, Feb 12, 2026 - Fri, Feb 13, 2026

2 adults | 1 night

Thu, Feb 12, 2026

\$ 229.00

Reservation Subtotal

\$ 229.00

CODE : 021126FLLEAG

County Tax

\$ 2.29

State Tax

\$ 13.74

Tourism Development Tax

\$ 9.16

Total for stay

\$ 254.19

Guest Information

First Name *

Email Address *

Country *

UNITED STATES

Address *

CLOSE

Meeting Date: 01/12/2026

Re: Police Chief Employment Contract - David Smith

SUBJECT:

Approval of the Chief of Police employment contract between the City of Fort Pierce and David Smith.

SUMMARY:

The City and David M. Smith have come to agreement on his contract for Chief of Police. The initial term will be for three (3) years with a salary of \$190,000. In addition, he will be provided with a police take-home vehicle, be allowed to accrue at the highest vacation accrual rate, and be allocated 80 hours of vacation and 40 hours of sick leave to his accrual banks at the time of his hire date.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff would restart negotiations with Mr. Smith.

RESPONSIBLE STAFF:

Jared S. Sorensen

COORDINATED WITH:

City Attorney's office and the Fort Pierce Police Department.

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026
Account: Police Department
Amount: \$190,000

FISCAL IMPACT:

The contract provisions are budgeted within the FY 2026 budget.

Attachments

Police Chief Contract Clean Copy

EMPLOYMENT AGREEMENT

CITY OF FORT PIERCE
CHIEF OF POLICE
DAVID M. SMITH

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025 with an effective date of February 1, 2026 (“Effective Date”), by and between the City of Fort Pierce, Florida, a municipal corporation (“City”) and David M. Smith (“Chief of Police”).

WITNESSETH

WHEREAS, pursuant to Article V, Section 48 of the City of Fort Pierce Charter (“City Charter”), the City desires to secure the services of Chief of Police as the Chief of Police for the City; and

WHEREAS, Chief of Police desires to accept such position; and

WHEREAS, the City and Chief of Police intend this Agreement to provide certain benefits and establish certain conditions of employment to which Chief of Police has agreed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. EMPLOYMENT.

Chief of Police will render full-time professional services to the City in the capacity of the Chief of Police of the City for the term of three (3) years commencing on the Effective Date. This Agreement shall automatically renew and continue thereafter on a year-to-year basis unless written notice of

termination or notice of non-renewal of this Agreement is given by either party to the other party ninety (90) days prior to the expiration of the existing term.

Notwithstanding the stated term of this Agreement or any automatic renewal, nothing herein shall be construed to create a property interest, expectancy of continued employment, or limitation on the City's authority to terminate employment on an at-will basis as provided by the City Charter and applicable Florida law. Non-renewal of this Agreement shall not constitute termination for cause and shall not require any finding, statement, or justification.

Chief of Police agrees he shall devote all of his time, attention, knowledge, and skill, solely and exclusively, to the business and interests of the City of Fort Pierce Police Department and the public which it serves. Chief of Police agrees he will at all times faithfully, industriously, and diligently perform, to the best of his abilities, all duties that may be required of him by virtue of his position as Chief of Police, including the performance of all duties set forth in the City Charter, Code of Ordinances, Resolutions, other City policies or rules, and State and Federal law, and to perform other legally permissible and proper duties and functions asked or required of him to the reasonable satisfaction of the City Manager, subject at all times to the authority and limitations established by the City Charter.

In performing such duties, Chief of Police further agrees to be subject to and follow the Florida Department of Law Enforcement (FDLE) Code of Ethics. Chief of Police agrees to otherwise devote full time and attention to his work as Chief of Police. Nothing herein shall prohibit Chief of Police from maintaining membership in or participating in private social or civic endeavors that do not

interfere or detract from his performance of the terms of this Agreement or performance of his duties as Chief of Police. In the event Chief of Police makes formal application for full-time employment elsewhere while serving as Chief of Police, he shall be required to provide written notice to the City Manager simultaneously with such application or submittal.

SECTION 2. COMPENSATION.

In consideration for the services rendered as Chief of Police, City agrees to pay Chief of Police an annual salary of **One hundred ninety thousand (\$190,000.00)** per annum, payable in bi-weekly installments. Any cost of living adjustment or salary increases shall be discretionary and provided to Chief of Police in the same manner, if any, as non-bargaining employees of the City. Additional salary adjustments for subsequent years of this Agreement may be negotiated between the parties on an annual basis.

The City agrees that it will not, at any time during the term of this Agreement, reduce Chief of Police's base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the City. This shall not be interpreted to affect disciplinary action against the Chief of Police. Chief of Police may be subject to placement on administrative leave, including up to without pay, by the City Manager, as detailed herein.

SECTION 3. PERFORMANCE EVALUATIONS.

The City Manager shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate Chief of Police's performance as Chief of Police. These performance evaluations shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives, as mutually agreed upon by the City Manager and Chief of Police.

Should it be determined that Chief of Police was successful in his overall performance, and if the City Manager determines that the fiscal condition of the City is sufficient, the City Manager will consider Chief of Police's compensation and benefits and endeavor to maintain them at a level commensurate with his peers in the Police Chief profession in similarly situated Florida cities and the rate of general inflation in the economy.

SECTION 4. ADDITIONAL BENEFITS.

In addition to the annual compensation specified above, the City agrees to provide Chief of Police with the following benefits:

- (a) Chief of Police shall be entitled to accrue vacation leave at the highest accrual tier (currently 17 days per year. Chief of Police shall be entitled to receive the same, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations ("Personnel Rules and Regulations"), or as otherwise authorized by the City Manager, including provisions governing accrual and payment thereof on termination of

employment.

- (b) Chief of Police shall be entitled to have eighty (80) hours of vacation leave and forty (40) hours of sick leave added to his leave banks at the time of his hire date.
- (c) A take home police vehicle to use performing his official duties as Chief of Police. The City shall be responsible for paying for liability, property damage and comprehensive insurance, and for the purchase, operation, maintenance, repair and regular replacement of said vehicle.
- (d) A City owned cell phone, which shall be used for City business and purposes.
- (e) Membership dues to professional associations, continuing education, subscriptions, and certification fees for Chief of Police, in accordance with the usual and customary practice of local governments in Florida, subject to the approval of the City Manager.
- (f) Life Insurance, comprehensive health, and major medical insurance equal to that which is provided to other City employees pursuant to the Personnel Rules and Regulations.
- (g) Retirement benefits as provided to all City employees under the City's defined benefit retirement plan, unless pursuant to Section 2-263 of the Code of Ordinances, where Chief of Police elects to be excluded from membership in the plan and files such election with the retirement board within 30 days of the Effective Date, then the City will contribute 5% of his salary into a plan of his choosing.

SECTION 5. TERMINATION.

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

1. A recommendation from the City Manager and confirmation from City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Manager.
2. If the City, its citizens, or legislature amends any provision of the City Charter or Code of Ordinances, substantially changing the form of government directly pertaining to the role, powers, duties, authority, or responsibilities of Chief of Police as the Chief of Police, Chief of Police shall have the right to declare that such amendments constitute termination.
3. If Chief of Police resigns following a formal offer to accept resignation made by the City Manager.

(b) **Termination without Cause.** At all times during the term of this Agreement, Chief of Police shall be deemed an employee-at-will and may be terminated at any time, for any reason, without "Cause".

Termination without "Cause" may include, but is not limited to:

1. The loss of confidence in Chief of Police's ability to perform his duties.
2. Where termination is in the best interests of the City.

3. For the convenience of the City.
4. For any other reason the City Manager deems appropriate.

(c) **Termination with Cause.** At all times during this Agreement, Chief of Police shall be deemed an employee-at-will and may be terminated at any time for or with "Cause". For purposes of this Agreement, for and with "Cause" shall be understood the same, may be used interchangeably, and shall be defined as any of the following actions by the Chief of Police, when determined to have occurred in the sole discretion of the City Commission:

1. Willful violation of the provisions of law.
2. Conviction for any felony.
3. Conviction for any misdemeanor involving moral turpitude or dishonesty.
4. Commission of any act or fraud involving or affecting the City, the citizens of Fort Pierce, or the general public.
5. Willful failure to perform the duties of the Chief of Police.
6. Material breach by Chief of Police of any duties or obligations under this Agreement and failure to cure such failure or breach within the time given by the City Manager, the amount of which shall be in the sole discretion of the City Manager, after receipt of written notice.
7. Malfeasance, misfeasance, or nonfeasance in the performance of official duties.

8. Incompetence.
9. Insubordination.
10. Violation of the City's Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by State or Federal law.
11. Misconduct, as defined by Section 443.036(29), Florida Statutes, as may be amended from time to time.
12. Violation of Florida's Code of Ethics or any Florida State Statute regarding ethics.
13. Violation of the FDLE Code of Ethics.
14. Violation of the City's Personnel Rules and Regulations.

SECTION 6. VOLUNTARY RESIGNATION.

In the event Chief of Police voluntarily resigns his position with the City, Chief of Police shall provide a minimum of ninety (90) days' written notice to the City Manager, unless the parties agree otherwise.

SECTION 7. SEVERANCE.

- (a) Severance shall be paid to Chief of Police when employment is terminated without "Cause", as defined in Subsection 5(b) above.
- (b) Severance shall not be paid to Chief of Police when employment is terminated with "Cause", as defined in Subsection 5(c) above.
- (c) Severance shall not be paid when the Chief of Police voluntarily

resigns.

(d) When severance is to be paid pursuant to this Agreement, it shall be paid as follows:

1. City shall continue to pay Chief of Police his then annual salary for ninety (90) consecutive working days.
2. City shall maintain Chief of Police's life insurance and major medical insurance coverage paid up and in effect during the time severance is being paid, in the manner provided for in the Personnel Rules and Regulations, at the levels and payment responsibility in effect at the time of the termination.

(e) During any time severance is being paid, Chief of Police shall not be required to perform any duties for the City nor come to Police Headquarters.

(f) Notwithstanding anything herein to the contrary, pursuant to Section 215.425(4)(a), Florida Statutes, as it may be amended from time to time, Chief of Police shall not be paid severance:

1. In an amount that exceeds twenty (20) weeks of compensation.
2. If Chief of Police is terminated due to misconduct, as defined in Section 443.036(29), Florida Statutes, as it may be amended from time to time.

(g) Chief of Police shall be compensated for any accrued sick leave and vacation time payable upon termination of employment in the

amounts and under the conditions set forth in the Personnel Rules and Regulations. The compensation for accrued sick leave and vacation time is not intended to be severance, as it is available to all employees as permitted in the Personnel Rules and Regulations upon termination of employment.

SECTION 8. ATTENDANCE AT MEETINGS.

Chief of Police shall attend, and participate as required, all duly authorized meetings of the City Commission. Upon written notice to the City Manager of an intended absence from a City Commission meeting, Chief of Police shall designate an Acting Chief of Police to attend the City Commission meeting as his designee.

Chief of Police may be absent from the City during normal working hours and days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between the City Manager and Chief of Police. Attendance at such approved meetings and performance of approved professional duties shall be considered service time and shall not be considered vacation time. The City shall reimburse Chief of Police for all reasonable expenses incurred by him incident to attendance at approved professional meetings, provided, however, that such reimbursement is appropriate, within the limits of the City's budget, and permitted under the City Charter, Code of Ordinances, and State and Federal law.

SECTION 9. BEST EFFORTS OF EMPLOYEE.

Chief of Police agrees that he will at all times faithfully, industriously, and to the best of his abilities, experience, and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms herein, to the reasonable satisfaction of the City. Chief of Police further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as City shall in good faith require, or as the interest, needs or opportunity of City shall require.

SECTION 10. DISABILITY.

If Chief of Police is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of either eight (8) successive weeks beyond any accrued sick leave or for twenty (20) working days over a sixty (60) working day period, City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 7. However, Chief of Police shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits as set forth in the Personnel Rules and Regulations.

SECTION 11. RESIDENCY.

Chief of Police shall within one (1) year of the Effective Date, and at all times thereafter, maintain permanent residency within the city limits of the City of Fort Pierce, Florida, during his term as Chief of Police.

SECTION 12. EMPLOYEE-AT-WILL.

Chief of Police is an employee-at-will and works at the pleasure of the City who may, at any time and without any showing of cause, to include during the initial three(3) year term of this Agreement, terminate his employment and this Agreement.

SECTION 13. CIVIL LIABILITY CLAIMS.

The City shall defend and save harmless Chief of Police, but only to the limits of sovereign immunity, against any tort, professional liability claim, or demand or other civil claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of Chief of Police's duties as Chief of Police of the City of Fort Pierce, provided he reports the same to the City Manager and the City Attorney, in writing, within twenty-four (24) hours and he cooperates fully and honestly in the City's defense thereof. However, this covenant shall not apply to:

- (a) Acts outside the scope of Chief of Police's employment or services.
- (b) Acts committed in bad faith, with malicious purpose, or in a manner exhibiting willful and wanton disregard for human rights, safety, property, or civil rights.
- (c) Acts committed in violation of this Agreement.
- (d) Claims for punitive damages.

The City will have the authority to compromise and settle any such civil claim or suit within the scope of Chief of Police's employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by

law, the City and Chief of Police shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law. Nothing herein is or shall be interpreted to be a waiver of sovereign immunity or to increase any limits of sovereign immunity pursuant to Section 768.28, Florida Statutes.

SECTION 14. CRIMINAL CONDUCT.

If Chief of Police is notified by any law enforcement agency or law enforcement officer he is under criminal investigation, he shall notify the City Manager and the City Attorney, in writing, within twenty-four (24) hours of such notification. If Chief of Police is arrested, issued a criminal traffic citation, or issued a Notice to Appear for any criminal offense, Chief of Police shall notify, or cause to be notified, the City Manager and the City Attorney, in writing, within twenty-four (24) hours of such event. The City shall not defend, hold harmless, represent, be responsible for any financial obligations of Chief of Police, or in any another manner be responsible for Chief of Police's criminal defense due to his criminal conduct or alleged criminal conduct, whether accused, arrested, convicted, acquitted, or otherwise. The City Manager shall have the sole discretion to place Chief of Police on administrative leave, with or without pay, upon notification Chief of Police has been arrested, issued a criminal traffic citation, or issued a Notice to Appear for any criminal offense.

SECTION 15. DISCIPLINARY ACTION.

Any and all disciplinary action against Chief of Police shall be in the sole discretion of the City Manager. Disciplinary action may include, but is not limited to, a written reprimand, administrative leave (or suspension), with or without pay, and termination. If Chief of Police is placed on administrative leave (or suspension) with or without pay, Chief of Police shall return the take home vehicle, not have professional membership fees paid by the City, not attend any meetings, conferences, or events on behalf of the City, receive payment or reimbursement for any travel, meetings, conferences, events, food, etc. expenses incurred, or be paid as may otherwise additionally be directed by the City Manager while on administrative leave (or suspension) with or without pay.

SECTION 16. CHOICE OF LAW, JURISDICTION, VENUE.

This Agreement shall be governed by the laws of the State of Florida. Jurisdiction over any dispute arising under this Agreement shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

SECTION 17. WAIVER OF JURY TRIAL.

BOTH CITY AND CHIEF OF POLICE HEREBY KNOWINGLY AND INTENTIONALLY WAIVES THEIR RIGHT TO A TRIAL BY JURY AND ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY NON-JURY TRIAL.

SECTION 18. INTERPRETATION.

This Agreement has been submitted to the equal review and scrutiny of both parties, and both parties agree the Agreement fairly and accurately sets forth the terms of their agreement. In any dispute between the parties, the Agreement shall be given fair and reasonable interpretation, without consideration or right being given to the fact that it was initially prepared or drafted by any particular party.

SECTION 19. SEVERABILITY.

Each provision of this Agreement is deemed to be separate and divisible. If any provision shall be held invalid, the remaining provisions shall remain in full force and effect.

SECTION 20. AMENDMENT

This Agreement may be amended or modified only by subsequent written agreement or written amendment approved by the City Manager.

SECTION 21. ENTIRE AGREEMENT.

This Agreement constitutes the complete and final agreement of the parties. No prior or contemporaneous statements of the parties shall be binding or effective, unless set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument as of the date first written above.

CITY OF FORT PIERCE, FLORIDA:

ATTEST:

Linda Hudson, Mayor

Date: _____

Linda W. Cox, City Clerk

**APPROVED AS TO
FORM AND CORRECTNESS:**

Sara K. Hedges, City Attorney

EMPLOYEE, CHIEF OF POLICE:

David M. Smith

Date: _____