C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, January 5, 2026 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER - Pastor Howard Riley - Spirit Life Church of God**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of the minutes from the December 15, 2025, Regular Meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

A. Approve recommendation from the Youth Advisory Council seeking approval of the winners of the "If I were elected the Mayor of the City of Fort Pierce" Essay Contest as follows: First Place - Khen Julia, 11th grade, Home-schooled; Second Place - Gerlexus Thompson, 10th Grade; YouthServ Academy, Inc.; Third Place - Demetrius Cobb, 8th grade, YouthServ Academy, Inc.; Honorable Mention - Meliya Brown, 3rd Grade, YouthServ Academy, Inc.

B. Approval of Grant Agreement Time Extension for FDOT Agreement G2H29 for the construction of the Highwayman Trail Gap SUN Trail project to March 1, 2028.

C. Approval of Amendment No. 1 to the Continuing Services Agreement with Mow 4 Less Lawn Care LLC for Nuisance Abatement Services, RFP No. 2024-048, in the amount of $75,000

D. Approval to Award RFP 2026-007 for Floodplain Services and Inspection Services Software for a three (3) year plan to Forerunner, Inc. of Sanfranciso, CA in the amount of $153,108.00, with two one-year renewals in the amount of $51,036.00 per year.

E. Approval of an Agreement between the City of Fort Pierce and Main Street Fort Pierce, Inc. to provide services from October 1, 2025, to September 30, 2026, for an amount not to exceed $50,000.

F. Approval of an Agreement between the City of Fort Pierce and the Economic Development Council of St. Lucie County, Inc. to provide services from October 1, 2025, to September 30, 2026, for an amount not to exceed $62,500.

G. Approval expenditure for proposal from Beemats LLC, New Smyrna Beach, FL, in the amount of $177, 408.00 for the annual harvesting, maintenance, and re-nourishment of vegetated mats at the Indian Hills Recreation Area.

H. Approval of a Specific Authorization No. 1 with Tetra Tech, Inc. for Community Rating System (CRS) and Climate Resilience Professional Support Services for the Building Department in the amount of $12,000.00

I. Approval of the 2026 Operation Agreement between the City of Fort Pierce and Indian River State College (IRSC) for a school resource officer which is funded by IRSC.

J. Approval of Change Order No. 19, General Contractor Services, Expansion of the Paver Garden for an amount not to exceed $14,040 as requested by the City Commission and FPRA.

K. Approval for Mayor Hudson to attend the 2026 Florida League of Cities Legislative Action Days in Tallahassee, Florida from January 25 to January 28, 2026, at a cost of $1,366.97.

L. Approval for Commissioner Johnson to attend the 2026 Florida League of Cities Legislative Action Days in Tallahassee, Florida from January 25 to January 28, 2026, at a cost of $1,366.97.

M. Approval authorizing the City Manager to enter into an Agreement to share the cost of a Joint Workshop between St. Lucie County, the City of Fort Pierce and Strategic Government Resources, Inc. (SGR) in the amount of $8,250.00 for professional services representing the City's share plus expenses in accordance with the agreement.

N. Approval of the Florida Department of Law Enforcement (FDLE) JAG-Countywide Grant award (JG205) in the amount of $28,133.67 to purchase desktop computers for the department.

O. Approval of the collective bargaining agreement wage opener article between the City of Fort Pierce and Coastal Florida Police Benevolent Association (Police Officer Unit) October 1, 2024 - September 30, 2027.

P. Approval of the collective bargaining agreement wage re-opener article between the City of Fort Pierce and Coastal Florida Police Benevolent Association (SGT & LT Unit) October 1, 2024 - September 30, 2027.

12. **PUBLIC HEARINGS**

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

A. Legislative Hearing - Ordinance 25-038 - Review and approval of a Voluntary Annexation by owner, Bernard Jones of Round Hill Development Group, Inc., to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near 906 Skylark Drive. The proposed City Future Land Use designation is Medium-Density Residential (RM), and the Zoning designation is Medium-Density Residential (R-4). Parcel ID: 2427-702-0115-000-1. SECOND READING

B. Legislative Hearing - Ordinance 26-001 - Amending Chapter 8, Article II, Section 8-19 of the Code of Ordinances to Extend the FPRA Sunset Date to Its Original Expiration of December 8, 2042. FIRST READING

13. **CITY COMMISSION**

A. Selection of Mayor Pro Tem pursuant to Section 23 of the City Charter which requires the City Commission to select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

B. Resolution No. 26-R01 reappointing Brandon Nobile to the Fort Pierce Housing Authority.

C. Resolution No. 26-R02 appointing Betty Lesane to the Fort Pierce Parks Advisory Committee as Commissioner Gaines' appointee.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

A. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 5:05 PM **5. A.**

Meeting Date: 01/05/2026

Re:

SUBJECT:

Approval of the minutes from the December 15, 2025, Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

12.15.2025 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 5:05 P.M. ON MONDAY, DECEMBER 15, 2025.

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:05 p.m.

2. OPENING PRAYER - Devoshay Johnson, Deputy City Manager

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Absent: Commissioner Michael Broderick

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

Commissioner Michael Broderick made the Commission aware that he would be late and entered the chambers at 5:10 p.m.

5. APPROVAL OF MINUTES

a. Approval of Minutes from the December 1, 2025 regular meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the December 1, 2025 regular meeting.

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

Passed

7. PROCLAMATIONS

A. Hibiscus Park Neighborhood Association Special Presentation

Mike Menard, President, and members from the Hibiscus Park Neighborhood Association presented a donation of $250 towards the rehabilitation of Glidden Park due to termite damage.

B. National CRNA Week

8. LETTERS TO COMMISSION

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

City Manager Richard Chess requested agenda items 12D and 12E to be deleted as the final language for the agreement is still being worked on.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to delete agenda items 12D and 12E and approve agenda as amended.

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

Passed

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

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No comments.

11. MISCELLANEOUS REPORTS

A. Update on Leisure Services Division 2025 programs and services.

Devoshay Johnson, Deputy City Manager, gave a thorough presentation covering the Leisure Services Division 2025 programs and services. Mr. Johnson discussed the results of the SWOT (Strength, Weakness, Opportunities, and Threats) survey the Leisure Services Division sent out. The Commission congratulated the Firehawks teams on their championship wins. The Commission showed appreciation to the families, and the volunteer coaches. The Commission suggests other sports to reach a larger number of youth in Fort Pierce.

Byron Daniels, the volunteer Karate instructor, discussed the other avenues that his program provides for community safety such as: “Danger Danger” for children protection along with Women and Senior Self-Defense courses. Mr. Daniels also informed the Commission that a friend of his is a swim coach and will reach out to see if he will be able to assist in Fort Pierce. The Commission is appreciative of all his efforts.

12. CONSENT AGENDA

A. Approval of the Florida Department of Law Enforcement (FDLE) FY2025-2026 State Financial Assistance Award in the amount of $241,423; funds to be used to purchase specialized equipment and software licenses.

B. Approval of an Interlocal Agreement between the City and Fort Pierce Utilities Authority (FPUA) to provide direct fiber connection between the police department and the Saint Lucie County Emergency Operations Center.

Mayor Linda Hudson entertained a motion to approve the Consent Agenda items.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve items 11A-B.

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

Passed

13. PUBLIC HEARINGS

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

A. Legislative Hearing - Ordinance 25-020 - Review and approval of an application to rezone a single parcel containing approximately 11.54 acres and being located at or near 3804 Sunrise Boulevard in Fort Pierce, from Single Family Zone (R-1) zoning to Planned Development (PD) together with a Planned Development Final Site Plan for forty-eight (48) single-family residences. The application is submitted by applicant Blaine Bergstresser, KMA Engineering & Surveying, on behalf of owner DT VENTURES 1 LLC. - SECOND READING

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

ORDINANCE 25-020 AMENDING THE CITY'S ZONING ATLAS FOR ONE (1) PARCEL CONTAINING APPROXIMATELY 11.54 ACRES, MORE OR LESS, AMD BEING LOCATED AT OR NEAR 3804 SUNRISE BOULEVARD IN FORT PIERCE, FLORIDA FROM (R-1) SINGLE FAMILY LOW DENSITY ZONING TO PLANNED DEVELOPMENT (PD); ESTABLISHING THE SUNRISE LAKES PLANNED DEVELOPMENT ZONE WITH A FINAL DEVELOPMENT SITE PLAN AND CONDITIONS OF DEVELOPMENT; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Kev Freeman, Planning Director, introduced the revisions made by the applicant which include a tighter radius to accommodate school buses, additional parking spaces, and a dog park. Based on findings that the proposal is in compliance with the Comprehensive Plan and that the proposal promotes the public health, safety and general welfare, through site design and infrastructure improvements, and that the proposed and revised application meets the standards of the City's Code Section 125-212, and 125-314.

Mayor Hudson opened the Public Hearing.

Public Comments:
Krista Storey
Judy Biglin
Blaine Bergstresser

Mayor Hudson closed the public hearing and indicated now was the time for deliberations.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve item 12A with the 13 staff conditions established in the December 1, 2025 meeting.

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

Passed

B. Legislative Hearing - Ordinance 25-036. Amending the City's Zoning Atlas and rezoning two parcels containing approximately 75.981 acres of land, more or less, and being generally located at or near the southwest corner of Okeechobee Road and the Florida Turnpike and approximately 1500 feet south of Okeechobee Road in Fort Pierce, from (AG-1) Saint Lucie County Agricultural 1 Dwelling Unit per Acre to Planned Development (PD); approving a Final PD site plan; approving a Planned Development zoning agreement; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith and providing for an effective date. SECOND READING

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

ORDINANCE 25-036 AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS CONTAINING APPROXIMATELY 75.981 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR THE SOUTHWEST CORNER OF OKEECHOBEE ROAD AND THE FLORIDA TURNPIKE AND APPROXIMATELY 1500 FEET SOUTH OF OKEECHOBEE ROAD IN FORT PIERCE, FLORIDA FROM (AG-1) SAINT LUCIE COUNTY AGRICULTURAL 1 DWELLING UNIT PER ACRE TO PLANNED DEVELOPMENT (PD); APPROVING THE GORDY CREEK PLANNED DEVELOPMENT ZONE WITH A FINAL DEVELOPMENT PLAN; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 12B with the 16 staff conditions established in the December 1, 2025 meeting.

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

Passed

C. Legislative Hearing - Ordinance 25-038 - Review and approval of a Voluntary Annexation by owner, Bernard Jones of Round Hill Development Group, Inc., to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near 906 Skylark Drive. The proposed City Future Land Use designation is Medium-Density Residential (RM), and the Zoning designation is Medium-Density Residential (R-4). Parcel ID: 2427-702-0115-000-1. FIRST READING

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

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR 906 SKYLARK DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION OF MEDIUM DENSITY RESIDENTIAL (R-4); ESTABLISHING THE LAND USE DESIGNATION OF MEDIUM DENSITY RESIDENTIAL (RM); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Vennis Gilmore, Senior Planner and Historic Preservation Officer, presented a volunteer annexation application by owner, Bernard Jones of Round Hill Development Group Inc., for subject property located at or near 906 Skylark Drive. Staff has confirmed that the property is located within unincorporated St. Lucie County, is contiguous to the Fort Pierce City municipal boundary, and is within the FPUA service area. At the October 13 th, 2025 the Planning Board voted unanimously to approve the annexation as the annexation is consistent with Section 125-136 of City Code and the Comprehensive Plan and does not

adversely affect the public health, safety, convenience, and general welfare.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 12C.

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

Passed

D. PULLED AT REQUEST OF STAFF - Legislative Hearing - Ordinance 25-009: An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 2721 South Jenkins Road, from City of Fort Pierce (GC) General Commercial to City of Fort Pierce (RM) Medium Density Residential; Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. FIRST READING

E. PULLED AT REQUEST OF STAFF - Quasi-Judicial Hearing - Ordinance 25-037 - Review and approval of a Zoning Map Amendment by applicant Leslie Olson to change the zoning of two (2) parcels of land from General Commercial Zone, C-3, to Planned Development, PD at 2721 S Jenkins Road, more specifically at Parcel ID(s): 2324-413-0000-000-9 & 2324-431-0001-000-2 - FIRST READING.

F. Quasi-Judicial Hearing - Ordinance 25-035. Amending the City's Zoning Atlas and rezoning two parcels generally located at or near 4945 Edwards Road, containing approximately 17.58 acres of land, more or less, from an existing Planned Unit Development (PUD) and Medium Density (R-4) to a Planned Development (PD); approving a Master PD site plan; approving a Master planned development zoning agreement; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith and providing for an effective date. FIRST READING **Continued from November 17, 2025.**

The applicant, Leslie Olson with District Planning Group representing developer Golden Arrow Development LLC, has entered a request for continuance to a later date. Kev Freeman, Planning Director, agrees to the continuation.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the continuance of item 12F to a later date not yet specified.

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

Passed

14. CITY COMMISSION

A. Resolution 25-R62 Correcting Scrivener’s Errors and Clarifying Language regarding Solid Waste Service Delivery

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

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING UPDATED SOLID WASTE ADMINISTRATIVE GUIDELINES AND APPROVING THE SCHEDULE OF FEES FOR COLLECTION AND DISPOSAL OF GARBAGE AND TRASH; AMENDING THE LANGUAGE OF THE ADMINISTRATIVE GUIDELINES TO TRACK THE CODE

OF ORDINANCES, INCLUDING BULK YARD WASTE COLLECTION FOR MULTIPLE FAMILY DWELLINGS, CHANGING THE DATE OF RESIDENTIAL REFUSE CONTAINER PICKUP TO THURSDAYS, AND CORRECTING THE MECHANICAL DUMPSTER FEE RATES; IN ACCORDANCE WITH SECTION 30-33 OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney, Sara Hedges, confirmed the purpose of the Resolution is to clarify the wording and intent of the Resolution.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Resolution 25-R80.

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

Passed

15. COMMENTS FROM THE PUBLIC

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Judy Biglin
Perry Lloyd

16. COMMENTS FROM THE CITY MANAGER

City Manager, Richard Chess, requested staff to come up and discuss community concerns about public notices. Kev Freeman, Planning Director, stated that the public notices are posted by sign based on the City Code, and by mail which sets a standard of a 500 feet boundary. The Planning department has been reviewing the city code to determine possible improvements to the code. Commissioner Arnold Gaines suggests that the City stays consistent with the County code standards to ensure transparency with the community. Commissioner Michael Broderick agreed with Commissioner Gaines' suggestion to stay consistent with the County Code standards. Commissioner Broderick suggests the City looks into changing the signage currently being used to post the public notices as the current signage has low visibility. Kev Freeman stated that the staff is working on developing a mechanism were the City does not shoulder the cost of the public notices rather the responsibility falls onto the applicant. Mr. Freeman suggested to follow the lead of other municipalities were the applicant handles the notices following the City's standards and supplies the City with an affidavit upon completion of posting the public notice.

City Manager, Richard Chess, stated he only had one comment to share which is that Human Resources is working on finalizing the new Police Chief agreement and is anticipating to have that prepared for the next City Commission meeting on January 5, 2026.

City Clerk, Linda Cox, wished everyone a Merry Christmas, Happy Holidays, and a Happy New Year. Ms. Cox confirmed that there are 2 (two) City Commission meetings prior to the election of the New City Commissioner.

A. Report

17. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson, Jr. wished the Commission a Happy Holidays and a safe New Year. Commissioner Johnson stated he is looking forward to the continued momentum of the Commission on projects to solidify the development of the City through avenues that bring new job opportunities and greater revenue to the City. Commissioner Johnson stated that he is encouraged by the great accomplishments by the youth in our community.

Commissioner Arnold Gaines suggested bringing the youth to the Chambers to celebrate their accomplishments. Commissioner Gaines asked for a moment of silence for the individuals who fell victim to the shooting in Australia. Commissioner Gaines asked everyone to go out and vote based on what they believe to be the best choice. Commissioner Gaines wished the Commission and the public a Happy Holidays and to enjoy the New Year and to take a time to rest. Commissioner Gaines touched on the perception that there is a division within the Commission and stated that the debate stays on the dais and the Commission stands for One Fort Pierce.

Commissioner Michael Broderick discussed the comment from Commissioner Arnold Gaines about the perception that there is division within the Commission. Commissioner Broderick stated that he is appreciative of the debates and believes that it is healthy to exchange ideas and the different perspectives representing all areas of the city. Commissioner Broderick extended a safe Holidays to all. Commissioner Broderick stated that Fort Pierce should be a shining example of safety and community and stated that togetherness must start at a local level.

Mayor Linda Hudson stated that Fort Pierce will be 150 years old and the country will be 250 years old in 2026 thus 2026 will be a year of celebration. Mayor Hudson extended a Merry Christmas to the citizens of Fort Pierce and a thank you to the Fort Pierce employees. Mayor Hudson also wished a Merry Christmas and Happy New Year to the staff and fellow Commission.

Both Commissioner Michael Broderick and Commissioner Curtis Johnson, Jr. mentioned past and upcoming holiday events for children and the rest of the community. Commissioner Johnson extended a “Thank you” to the Public Works department for their help with the Lincoln Park Main Street event.

18. 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 7:00 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **11. A.**

Meeting Date: 01/05/2026

Re: Recommendation from the Youth Advisory Council seeking approval of the winners of the "If I were elected the Mayor of the City of Fort Pierce" Essay Contest."

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

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SUBJECT:

Approve recommendation from the Youth Advisory Council seeking approval of the winners of the "If I were elected the Mayor of the City of Fort Pierce" Essay Contest as follows: First Place - Khen Julia, 11th grade, Home-schooled; Second Place - Gerlexus Thompson, 10th Grade; YouthServ Academy, Inc.; Third Place - Demetrius Cobb, 8th grade, YouthServ Academy, Inc.; Honorable Mention - Meliya Brown, 3rd Grade, YouthServ Academy, Inc.

SUMMARY:

The **"If I Were Elected Mayor of the City of Fort Pierce…"** essay contest spearheaded by the Youth Advisory Council was launched in October 2025 as part of the City's observance of Florida City Week. From October 20 to November 14, middle and high school students were invited to imagine themselves as mayor of Fort Pierce. Essays focused on leadership, local issues, and the concept of Home Rule—how cities govern themselves to meet community needs. At the end of the deadline for submissions, only one essay was received. At the November meeting, the YOCO voted to extend the deadline to December 12, 2025.

At the close of the contest, 3 additional essays were received, including one from a second-grade student. During the December 18 YOCO meeting, the members voted to recommend that all students should be included in the review and selection process, even though two of the essays were longer than 250 words. The following criteria were used to judge the essays: creativity, clarity, sincerity and thought, and appropriate grammar, spelling, and essay construction. The winners are:

- First Place - Khen Julia, 11th grade, Home-schooled
- Second Place - Gerlexus Thompson, 10th Grade, YouthServ Academy, Inc.
- Third Place - Demetrius Cobb, 8th grade, YouthServ Academy, Inc.
- Honorable Mention - Meliya Brown, 3rd Grade, YouthServ Academy, Inc.

RECOMMENDATION:

Staff recommends approving the Youth Advisory Council's recommendations for the winners of the essay contest.

ALTERNATIVES:

Staff will proceed as directed by staff.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:
Youth Advisory Council

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2026
Account:	N/A
Amount:	N/A

OTHER INFORMATION:
There is no fiscal impact.

Attachments

Essay Submissions

ESSAY #1

Outlook

Online Form Submittal: City of Fort Pierce Youth Council Essay Contest

From noreply@civicplus.com <noreply@civicplus.com>
Date Wed 11/12/2025 10:01 AM
To Audria Moore <amoore@cityoffortpierce.com>

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City of Fort Pierce Youth Council Essay Contest

ESSAY CONTEST ENTRY FORM

A completed entry form must be included with the essay.

Student's Full Name	Khen Julia
Parent/Legal Guardian Name	Romeo Julia
Parent's Phone Number	N/A
Parent's Email Address	romeojulia1970@gmail.com
Home Address	3101 AVENUE E
City	Fort Pierce
State	FL (Florida)
Zip	34947-2110
School Name	Homeschooled
Grade Level	11
School Phone Number	N/A

STUDENT CERTIFICATION

By typing my name below, I certify that this essay is my own original work and that I have not used any AI tools (including ChatGPT) to assist in writing it. I agree to follow all contest rules.

Typed Name of Student (serves as signature)	Khen
Essay Word Count	179 words

SUBMISSION INSTRUCTIONS

If submitting by mail, the entry form and essay must be postmarked no later than **November 14, 2025**, and sent to:

City of Fort Pierce
Attn: Audria Moore
100 N. US Highway 1
Fort Pierce, FL 34950

ADDITIONAL CONTEST INFORMATION

- First-, second-, and third-place essays will be recognized by the Fort Pierce Commission and featured on the City of Fort Pierce's official website and social media platforms.
- Judging criteria include:
  - Creativity
  - Clarity
  - Sincerity and thought
  - Appropriate grammar, spelling, and essay construction
- Winners will be announced in December on the City of Fort Pierce's official website.
- Questions? Contact: amoore@cityoffortpierce.com or call 772-467-3184.
- All submitted essays become the property of the City of Fort Pierce and will not be returned.

UPLOAD ESSAY	If I were elected Mayor of Fort Pierce.docx

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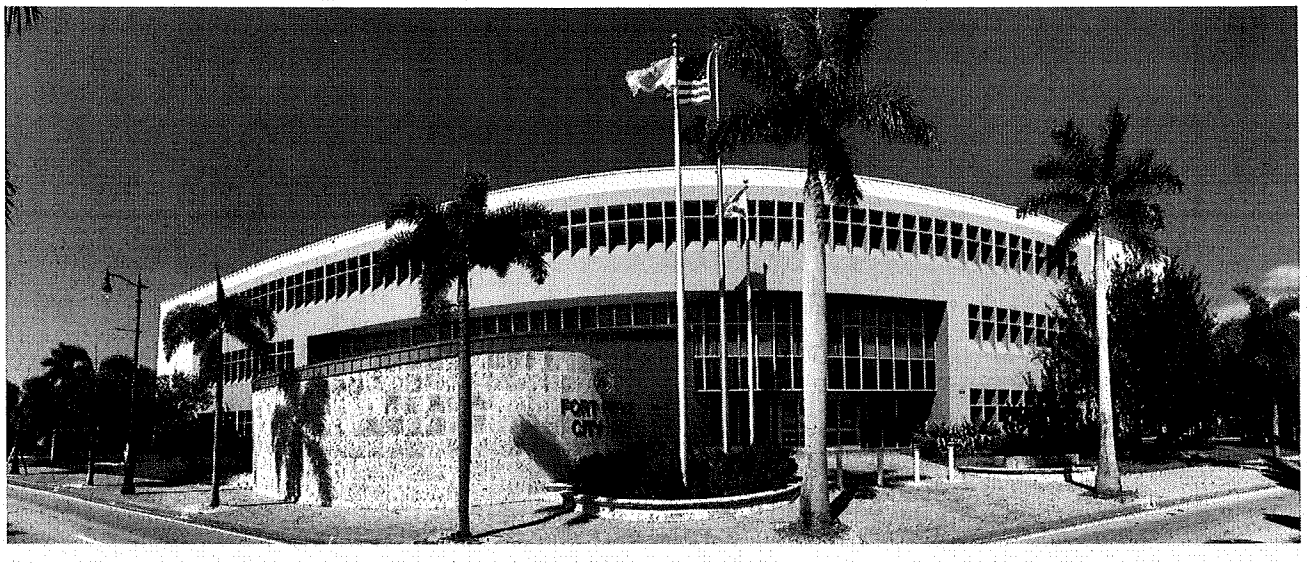
If I were elected Mayor of Fort Pierce...

If I were elected mayor of Fort Pierce, I would start by listening instead of making promises. Speeches by themselves cannot build a city; understanding the people who rise before the sun to keep it alive is what gives it life. Through its streets, I would hear its teachers, its fishermen, its mothers who prayed for safer neighborhoods, and its young people who dreamed but felt invisible. Attention, not applause, is what Fort Pierce needs.

We have the ability to govern ourselves using the knowledge gained from our own hardships thanks to Home Rule. It releases us from hands that are far away and do not understand our storms or tides. It requires making a decision.

As Mayor, I would create connections between the government and the people, between authority and intention. I envision Fort Pierce as a city where hope transcends mere words and becomes a collective endeavor. Through Home Rule, we will demonstrate that transformation does not seek approval but rather starts when a city rediscovers its own confidence.

ESSAY #2



"If I Were Elected Mayor of the City of Fort Pierce..."

ESSAY CONTEST ENTRY FORM
A completed entry form must be included with the essay.

Student's Full Name: Demetrius D Cobb
Parent/Legal Guardian Name: Charlmesha Cole
Parent's Phone Number: 772-940-7805
Parent's Email Address: Rollemesha23@Gmail.com
Home Address: 5000 Juanita ave
School Name: Youth Serv Academy
Grade Level: 8th
School Phone Number: Teacher: Melanie Trewyn 772-971-5321

STUDENT CERTIFICATION
By signing my name below, I certify that this essay is my own original work and that I have not used any AI tools (including ChatGPT) to assist in writing it. I agree to follow all contest rules.

Signature of Student:

Essay Word Count MAXIMUM 250 WORDS	630

Apologies, I'd misread it as minimum originally, The middle-schooler had done so much research & considering his background & being from an underserved population, its a miracle that he finally did this, It would have discouraged him if he had to cut it down, So, I agreed to submit as is, !!

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*Whose Dad just died a month ago

P.S. Hopefully, he and his sister, Gerlexus*, will at least be invited to be in the audience of the award ceremony

IF I WAS ELECTED MAYOR OF FORT PiERCE

Being Mayor means you have a lot of power, which means that you can use that power to do good deeds and help build a better environment and community. If I was elected Mayor of Fort Pierce this is what I would do.

ABUSE: A lot of people don't like to see somebody getting abused. At least I don't want to see anyone getting abused! The FL Health Department in 2024 said that the percentage in St. Lucie County is 51.5% of youth who have had "at least one adverse childhood experience by the time they are in high school." What it is saying is that over 50 percent of kids in our county have been abused!

So, what I think is that we should focus on is preventing abuse and catching the signs of abuse if it does happen, so children don't have trauma. These are some signs of abuse according National Child Abuse Hotline - Childhelp :

"Unexplained bruises, cuts, burns, or injuries. Also look for children who wear long sleeves in hot weather to hide marks or are afraid of going home. If a child is flinching or acting jumpy around sudden movements," it may be because they are being hit. "If a child feels worthless, scared, or 'never good enough' or has extreme anxiety, sadness, or withdrawal," maybe they are being verbally or emotionally abused.

Regarding gun violence, let's specifically talk about teens with handguns. According to my research: https://cbs12.com/news/local/fort-pierce-teens-nabbed-after-gunfire-and-chase-two-firearms-recovered-pine-creek-village-boston-ave-south-14th-street-st-lucie-county-sheriffs-office-july-28-2025

Teens with handguns in St. Lucie County has been involved in several incidents reported in 2025. There was one on July 27, 2025, a gunfire chase with two teens arrested and two guns found! On May 5, 2025 an incident at Fort Pierce Westwood Academy where a loaded handgun was in a student's backpack, and On June 4, 2025 an armed robbery where teens with an AR-15 style rifle and handgun ambushed social media creators. That should not be possible.

According to a 2025 study referenced by Florida media, about 6% of Florida teenagers now report carrying a handgun, up from 3.7% in 2002. https://www.cbsnews.com/news/florida-teens-handguns-increase-study/

This is what I would do if I was Mayor of Fort Pierce. I would have extra security at the schools, so that when they detect metal it would be an instant search. I would also have sheriff or police men around the school, at least one covering each side to keep it on lock down.

Around Fort Pierce we see a lot of homeless people. Because they don't have a home to live in, they sleep on cold benches. So, I feel like they should have somewhere to stay. There should be more homeless shelters. They should live in a homeless shelter everyday and at night, so the homeless people don't have tabout the homeless. In January 2020, the total number of homeless people in the o shiver at night. I found some information on NVSH, National Veterans Homeless Support, United States was estimated to be 580,466—more than half a million.

This is what I would do if I was Mayor of Fort Pierce. I would make more homeless shelters and provide more resources, I would get everyone their own personal bed to sleep in instead of sleeping on a cold beach.

As a citizen, if I was elected mayor of Fort Pierce, I think that what I have talked about in this essay should be embraced by this society to help our City be safer and keep it more friendly. In the future, I think we should try to reduce gun violence, abuse, and homelessness. So, if I was elected mayor of Fort Pierce that is what I would do. Now, let's work together to make Fort Pierce a better place!

ESSAY #3



"If I Were Elected Mayor of the City of Fort Pierce..."

ESSAY CONTEST ENTRY FORM
A completed entry form must be included with the essay.

Student's Full Name:	Gerlexus Thompson
Parent/Legal Guardian Name:	Tiffany Rolle
Parent's Phone Number:	772-940-4598
Parent's Email Address:	Jacobsletisha65@gmail.com
Home Address:	5000 Juanita ave Fort Pierce. FL.
School Name:	Youthserv Academy
Grade Level:	10
School Phone Number:	Teacher: Melanie Trewyn 772-971-5321

STUDENT CERTIFICATION
By signing my name below, I certify that this essay is my own original work and that I have not used any AI tools (including ChatGPT) to assist in writing it. I agree to follow all contest rules.

Gerlean Thompson
Signature of Student:

Essay Word Count MAXIMUM 250 WORDS	522

Note from Teacher: Apologies, I'd told them it was 250 word minimum. This is an under-served student. I hope she can get an honorable mention or similar. Every word is hers. NO AI!

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Gerlexus Thompson

Being mayor has a lot of responsibilities and leadership. Someone has to fulfill all of those responsibilities and take over the City of Fort Pierce FL. If I were elected Mayor of Fort Pierce, I would construct, modify, and take charge over the major problems within my city. Those problems are gun violence, child abuse, and drugs.

Gun violence: This is why I think it should stop. It should stop because it is harmful and has serious consequences and because it's a crime. In 2019-2023 there have been 37 homicide deaths. You can find this by searching crimeexplorer.com and looking up the city of Fort Pierce. This homicide rate would make the annual rate 168.1 per 100k residents. Even though it looks like the number is low, it's still bad considering that people are killing other people.

Child abuse/abduction: I think it should be stopped considering that I am a child and because it is morally wrong. In addition, late this year several arrests were made for serious child abuse and neglect. Those included sexual abuse, and baby starvation*. Also, late this year, there was a child abduction which involved a 15 year old girl, leading to a multi-agency investigation involving DCF, because she went missing from Lakeland and she was brought into Fort Pierce. Considering one of our own commissioners in Fort Pierce was arrested for child exploitation, we obviously have a problem in our own city . *You can find this documentation by Googling "child abduction and abuse in Fort Pierce FL."

Drugs: Although they make your body feel good they're poison. There have been over 94 deaths due to substance overdose, with nearly 90% involving opioids, mainly fentanyl, in Fort Pierce*. Because they can damage your lungs and also some major parts of your brain, doing drugs long term can affect your mind by increasing your anxiety, causing depression, and also causing paranoia or hallucinations. Your body is going to start relying on them to make you feel better and it's going to make it difficult for you to stop them. I would say that it is called "addiction." They can also affect the neurons in your brain which can make it more difficult for you to think or focus. *You can find this by looking up pinnaclewellnessgroup.com.

To sum up everything that has been stated: Being mayor of Fort Pierce would mean that I would be taking a lot of responsibility for all the safety and wellbeing of every citizen of my city. Mainly I would be focusing on the very major matters of gun violence, child abuse/abduction, and drugs misuses. So I would take those issues and create a safer and less violent environment for everyone, because these problems really affect my community and they cannot be ignored. If I were given the opportunity to be mayor of Fort Pierce, I would dedicate myself to eliminating and addressing those issues and helping those who are struggling. Therefore, making Fort Pierce a safer and better community and that starts with strong leadership and a commitment to creating a new and positive change.

ESSAY #4



"If I Were Elected Mayor of the City of Fort Pierce..."

ESSAY CONTEST ENTRY FORM
A completed entry form must be included with the essay.

Student's Full Name:
Meliya Brown

Parent/Legal Guardian Name:
Yasheka Wesley

Parent's Phone Number:
772-946-2929

Parent's Email Address:
angelsweetness29@gmail.com

Home Address:
1507 Ave G, Fort Pierce, FL. 34950

School Name:
YouthServ Academy

Grade Level:
3rd. Grade

School Phone Number:
772-~~404-1003~~ 971-5321

STUDENT CERTIFICATION
By signing my name below, I certify that this essay is my own original work and that I have not used any AI tools (including ChatGPT) to assist in writing it. I agree to follow all contest rules.

Meliya Brown
Signature of Student:

Essay Word Count MAXIMUM 250 WORDS	

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This was typed by the teacher, Mrs. Trewyn. Meliya is in 2nd grade and can't type. She dictated her essay to me, which I wrote down.

If I Were Elected Mayor of Ft. Pierce

There was a hurricane and it broke down our house. Then we had to move to another house. If I was elected Mayor of Ft. Pierce, I would help people find other houses after the storm comes.

I saw a man running and saying, "Help!" His house was on fire. If I were elected Mayor of Ft. Pierce, I would make sure that Ft. Pierce firefighters have good equipment, and a good fire station, and that the firefighters are doing a good job keeping people safe.

My grandpa doesn't have enough food to fill his belly up. A person who doesn't have enough food can't survive their whole life. So, if I was the Mayor, I would get people who have enough food to share their food with other people who don't have any food. Also, if I was Mayor, I would help them get a job to get money and buy food.

In conclusion, if I was Mayor, I would help Ft. Pierce poor people get houses so they can survive. I would make sure the firefighters have what they need to save people. Finally, I would give the poor people food, if I got elected Mayor of Ft. Pierce.

City Commission Regular Meeting - 5:05 PM **11. B.**

Meeting Date: 01/05/2026

Re: Highwayman Trail Gap SUN Trail FDOT Agreement Time Extension

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Grant Agreement Time Extension for FDOT Agreement G2H29 for the construction of the Highwayman Trail Gap SUN Trail project to March 1, 2028.

SUMMARY:

Grant Agreement G2H29 for the construction of the Highwayman Trail Gap SUN Trail project in the amount of $1,200,000.00 was originally executed on May 12, 2023 with an expiration date of March 1, 2026.

On June 16, 2025 the City entered Grant Agreement G3E81 for an additional $862,000.00 for the construction of the Highwayman Trail Gap project. This agreement has an expiration date of March 1, 2028.

The project was advertised for construction twice. The first as Bid Number 2023-061 with bids due October 12, 2023. The bids came in higher than anticipated and were rejected. The city attempted to make some refinements to the scope of the project and it was advertised a second time at Bid Number 2024-036 with bids due June 13, 2024. The City also made a request to FDOT to increase the Grant Award which resulted in Grant Agreement G3E81 being awarded to the City.

The City is pursuing FDOT approval to advertise the project a third time and has been working to make sure all agreements have the same expiration date and this has resulted in the Grant Agreement Time Extension provided to extend Agreement G2H29 to March 1, 2026.

We are finalizing redesign of some areas of the trail and coordinating with FDOT for Authorization to Advertise.

RECOMMENDATION:

Staff recommends approval of the Grant Agreement Time Extension with approval for the Mayor to sign.

ALTERNATIVES:

Do not approve the Time Extension. A potential consequence is to lose the funding for this portion of the SUN Trail.

RESPONSIBLE STAFF:

Selena Griffett
Mark Zrallkack

COORDINATED WITH:
FDOT
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025/2026
Account:	0016000-563200
Amount:	$1,200,000

FISCAL IMPACT:
This is the amount of the original G2H29 agreement

Attachments

Original G2H29 Agreement
G3E81 Agreement
Grant Agreement Time Extension
Risk Management Email Coordination
CAO Review Memo

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DS
MG

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Financial Project No:440034-2-54-01	Contract No. G2H29	Vendor No.: VF596000322013	CSFA No. and Title: 55.038 Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this 12 day of May 2023, by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, 100 North U.S. 1, Fort Pierce, FL 34950, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation in the SUN Trail network from IndianHills Drive to Georgia Avenue shared use path project, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. 23-R27 adopted on May 20, 2023, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 1, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the _____ day of

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_____N/A_____, 20____ or within _____ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

    a. The estimated total cost of the Project is $1,200,000. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $1,200,000 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

    a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A"**, and as set forth in the Method of Compensation in **Exhibit "B"**.

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b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440034-2-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.

c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.

g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

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h. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

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o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by November 1, 2023, the Department may, at its discretion, terminate this Agreement.

c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

d. In the event the cost of the Project is greater than $1,200,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds,

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including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. **Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____N/A_____, at (___) ___-_____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.

f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

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g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should

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indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

__ WIBET HAY, OFFICE OF MODAL DEVELOPMENT
__ 3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309
PHONE: 954-777-4573
FAX: 954-677-7892
EMAIL: WIBET.HAY@DOT.STATE.FL.US

RECIPIENT:

__JACK ANDREWS, PE, CITY ENGINEER
__CITY OF FORT PIERCE
__100 NORTH U.S. 1
__FORT PIERCE, FL 34950
PHONE: 772-467-3773
FAX: 772-460-6847
EMAIL: JANDREWS@CITY-FTPIERCE.COM

b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

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a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

> "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant

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and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with

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the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

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h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

j. The Recipient shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.

b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. **Exhibit List**

Exhibit A: Scope of Services
Exhibit B: Method of Compensation
Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audi Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction
Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT: CITY OF FORT PIERCE

By: Linda Hudson
Name: Linda Hudson
Title: Mayor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: John Olson PE
Name: Steven E Braun P.E
Title: Director of Transportation Development

Title: General Counsel

Legal Review:

DocuSigned by:
Francine Steelman
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EXHIBIT A
SCOPE OF SERVICES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

Project Description: Construct the recommended alternative shared use path along the SUN Trail network from Indian Hills Drive to Georgia Avenue per the Historic Highwayman Trail Gap in the city of Fort Pierce.

The following special requirements and conditions shall apply:

- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81
- Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and Water fountains, splash zones, water features, spigots, showers, or irrigation equipment.

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STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
440034-2-54-01	STTF	22/23	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	$1,200,000	5

Total Award	$1,200,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

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STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____
Name: _____
Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM
CSFA Number:	55.038
***Award Amount:**	$1,200,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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RESOLUTION NO. 23-R27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE CONSTRUCTION OF THE SHARED USE PATH ALONG THE **SUN TRAIL NETWORK FROM INDIAN HILLS DRIVE TO GEORGIA AVENUE** PER THE HISTORIC HIGHWAYMAN TRAIL GAP FINAL FEASIBILITY STUDY/DESIGN AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Agreement is in the interest of both the City of Fort Pierce and the Florida Department of Transportation enabling the Department's participation in the construction of the recommended shared use path along the SUN Trail network;

WHEREAS, the Florida Department of Transportation will provide funding for the construction, determining it would be more practical, expeditious, and economical for the City of Fort Pierce to perform the project.

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

1. That the City of Fort Pierce will enter into a Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation for the mutual benefits to be derived form joint participation on the project

2. That a copy of said Agreement shall be attached to this Resolution.

3. This Resolution shall become effective immediately upon adoption.

4. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 20th day of March, 2023.

Linda Hudson
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:
Linda W. Cox
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

TANYA M. EARLEY
CITY ATTORNEY

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STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

Financial Project No: 440034-2-54-01	Contract No. G3E81	Vendor No.: F596000322013	CSFA No. and Title: 55.038 Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT ("Agreement") is entered into this 16th day of June 2025, by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation in the SUN Trail network from Indian Hills Drive to Georgia Avenue, as further described in **Exhibit "A", Project Description and Responsibilities** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. 25-R45 adopted on June 9th, 2025, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 1, 2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the _____ day of _____NA_____, 20____ or within _____ days of the issuance of the Notice to Proceed

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for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

    a. The estimated total cost of the Project is $862,000.00. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $862,000.00 and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

    a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

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b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440034-2-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.

c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit H– Contract Payment Requirements.**

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of

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Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or

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agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by November 1, 2025, the Department may, at its discretion, terminate this Agreement.

c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

d. In the event the cost of the Project is greater than $250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project

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involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____N/A_____, at (___) ___-_____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.

f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: The following provisions are incorporated into this Agreement:

a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this

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Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

The remainder of this page intentionally left blank.

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

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STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

MODELINE ACREUS, OFFICE OF MODAL DEVELOPMENT
3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309
PHONE: 954-777-43-47
FAX: 954-777-4095
EMAIL: MODELINE.ACREUS@DOT.STATE.FL.US

RECIPIENT:

SELENA GRIFFETT, PE, CITY ENGINEER
CITY OF FORT PIERCE
100 NORTH U.S. 1
FORT PIERCE, FL 34950
PHONE: 772-467-3780
FAX: 772-460-6847
EMAIL: SGRIFFETT@CITYOFFORTPIERCE.COM

b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly

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employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

> "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.
>
> This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and

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shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:

  i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

  ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:

  i. Keep and maintain public records required by the Department to perform the service.

  ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected

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or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.

iv. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Charles Wilson, Office of the General Counsel at 954-777-4512 or Charles.Wilson@dot.state.fl.us.

k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

l. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

a. Exhibits A, B, C, D, E, G and H are attached to and incorporated into this Agreement.

b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance Schedule
Exhibit C: Engineer's Certification of Compliance
Exhibit D: Audit Requirements for Awards of State Financial Assistance
Exhibit E: Recipient Resolution
Exhibit G: Maintenance Memorandum of Agreement
Exhibit H: Contract Payment Requirements

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

By: Linda Hudson
Name: Linda Hudson
Title: Mayor

By:
Name: Sara Hedges
Title: City Attorney

By: Linda Cox
Name: Linda Cox
Title: City Clerk

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: John Krane
A534C9FDF7984A5...
Name: John P. Krane, P.E.
Title: Director of Transportation Development

Legal Review: Francine Steelman

Signed by:
Francine Steelman
43DE6BB3D3BF464...

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EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construct the recommended alternative shared use path along the SUN Trail network from Indian Hills Drive to Georgia Avenue per the Historic Highwayman Trail Gap Design Plans in the City of Fort Pierce.

B. Project Location (limits, city, county): Indian Hills Drive to Georgia Avenue, Fort Pierce, Port St. Lucie
☒ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The Highwaymen Trail Gap project involves the construction of a 12-foot-wide multi-use paved trail stretching 1.2 miles along the designated alignment shown in the attached image. This multi-use trail aims to enhance accessibility and connectivity for the community. The project is scheduled for completion within a 24-month timeframe.

D. Deliverable(s): _____

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency. The following special requirements and conditions shall apply:

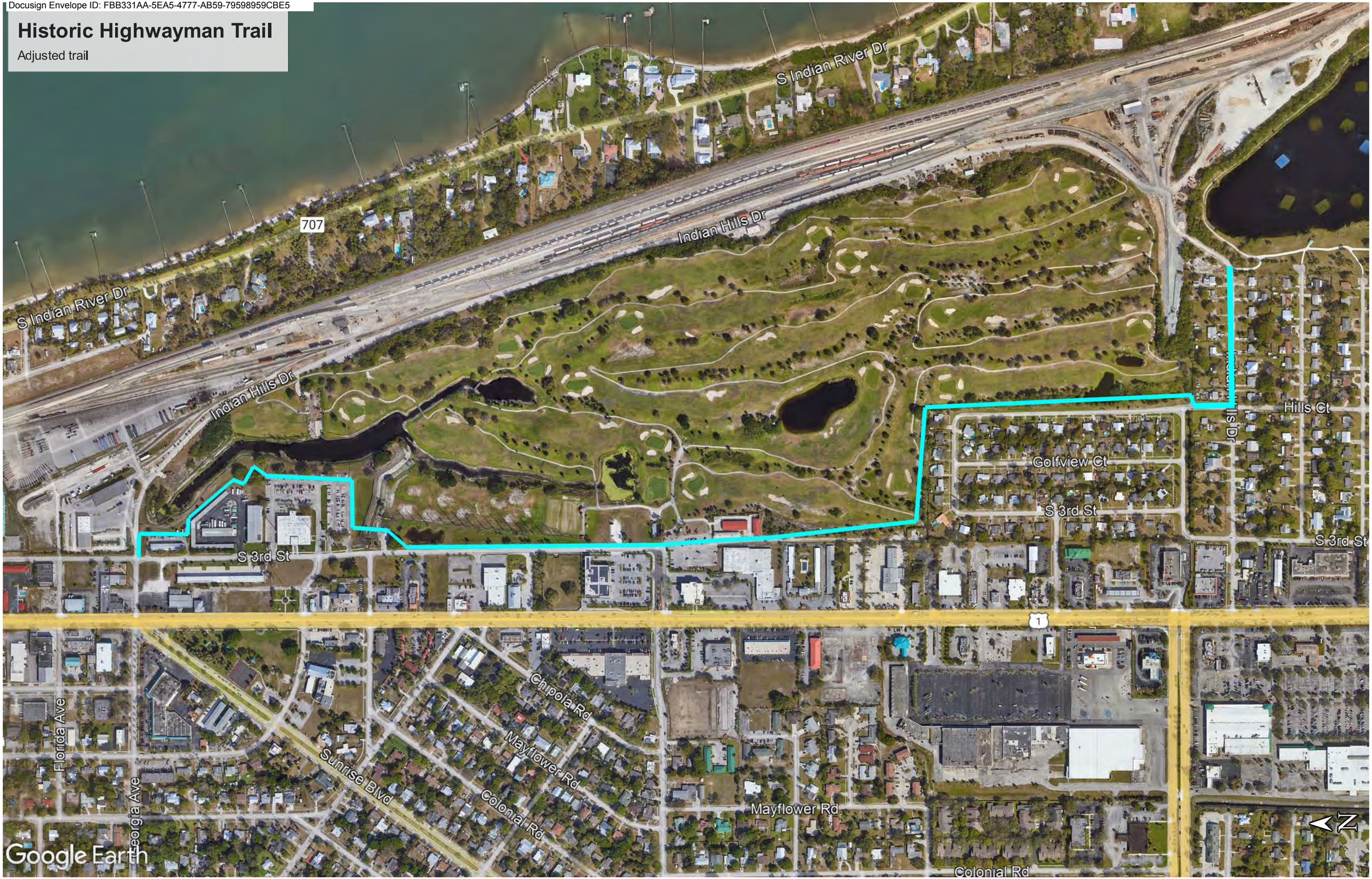
- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81

E. Unallowable Costs (including but not limited to): Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and

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Historic Highwayman Trail

Adjusted trail



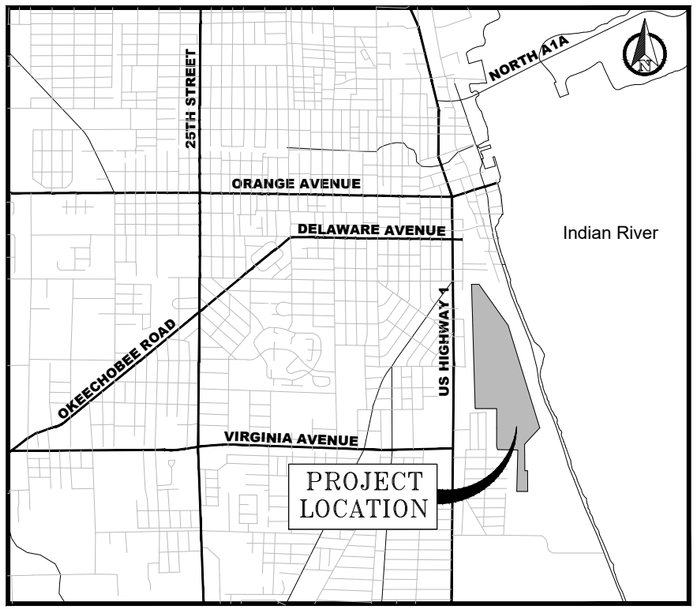
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CITY OF FORT PIERCE

CONSTRUCTION PLANS FOR
HIGHWAYMAN TRAIL - MULTI-USE PATH

DEPARTMENT OF ENGINEERING





PROJECT LOCATION MAP

SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST
SECTION 15, TOWNSHIP 35 SOUTH, RANGE 40 EAST
SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST

INDEX OF SHEETS

1	OF	17	COVER
2	OF	17	GENERAL NOTES
3	OF	17	TYPICAL SECTION
4	OF	17	OVERALL PLAN AND KEY
5	OF	17	PAVING GRADING AND DRAINAGE PLAN
6	OF	17	PAVING GRADING AND DRAINAGE PLAN
7	OF	17	PAVING GRADING AND DRAINAGE PLAN
8	OF	17	PAVING GRADING AND DRAINAGE PLAN
9	OF	17	PAVING GRADING AND DRAINAGE PLAN
10	OF	17	PAVING GRADING AND DRAINAGE PLAN
11	OF	17	PAVING GRADING AND DRAINAGE PLAN
12	OF	17	PAVING GRADING AND DRAINAGE PLAN
13	OF	17	PAVING GRADING AND DRAINAGE PLAN
14	OF	17	PAVING GRADING AND DRAINAGE PLAN
15	OF	17	PAVING GRADING AND DRAINAGE PLAN
16	OF	17	PAVING GRADING AND DRAINAGE PLAN
17	OF	17	DETAILS PLAN

CONSTRUCTION PLANS FOR
HIGHWAYMAN TRAIL - MULTI-USE PATH

No.	DATE	BY	REVISIONS
R#1	RDATE1	RBY1	REVISION1
R#2	RDATE2	RBY2	REVISION2
R#3	RDATE3	RBY3	REVISION3
R#4	RDATE4	RBY4	REVISION4
R#5	RDATE5	RBY5	REVISION5

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:
MARCH 27, 2024

SURVEY BY:
EDC

DESIGNED BY:
EDC

SCALE:
N.T.S.

DRAWN BY:
EDC

APPROVED BY:
J. ANDREWS

SHEET No.
1 OF **17**

Z:\Shared\4400 Engineering\Engineering CADD Files\Drawings\GenAreaMaps\Highwayman Trail\Construction Plans for Highwayman Trail-Multi-Use Path.dwg

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GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE REFERENCING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

2. ALL DRAINAGE INFRASTRUCTURE IS TO REMAIN UNLESS OTHERWISE NOTED.

3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.

4. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

5. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY SELENA GRIFFETT WITH THE CITY OF FORT PIERCE, WITHOUT DELAY, BY TELEPHONE (772) 467–3780.

6. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1–800–432–4770) AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF ON THE JOB SITE)

COMPANY	CONTACT	TEL. NO.
FPUA WATER/WASTEWATER	LUGEY DAWSON	(772) 466–3428
FPUA ELECTRIC	ERIC MEYER	(772) 466–1600 X6305
FPUA GAS	ERIC MEYER	(772) 466–1600 X6305
AT&T	MARK LINSCOTT	(321) 388–9376
COMCAST CABLE	TIMOTHY HENES	(561) 325–2963
FPL	TRACY STERN	(800) 858–9554

7. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, HAY, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.

8. ALL SYNTHETIC BALES AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND WHEN APPROVED BY THE NPDES INSPECTOR.

9. IF DEWATERING PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A DEWATERING PERMIT OR WATER USE PERMIT AND ALLOW TIME FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND/OR FDEP TO REVIEW AND APPROVE THE PERMIT PRIOR TO THE CONSTRUCTION START DATE.

10. WORK HOURS ARE FROM 7:00 AM TO 5:00 PM MONDAY–FRIDAY. WORK WILL NOT BE ALLOWED ON WEEKENDS OR HOLIDAYS OBSERVED BY THE CITY OF FORT PIERCE. THE CONTRACTORS MUST RECEIVE WRITTEN PERMISSION FROM THE CITY AND PROVIDE AN APPROVED MOT PLAN BEFORE ANY LANE CLOSURES OCCUR. ANY PROPOSED LANE CLOSURES MUST BE COORDINATED WITH THE CITY OF FORT PIERCE.

11. ALL CURB RAMPS, DETECTABLE WARNINGS, HANDRAILS, DBI STEEL GRATES, SIDEWALKS, CONNECTIONS TO DRIVEWAYS, RAMP LANDINGS, ETC., ALL ARE TO BE IN COMPLIANCE WITH CURRENT AND FEDERAL ADA STANDARDS. ALSO, ADHERENCE TO ADA GUIDELINES REGARDING WHEELCHAIR ACCESSIBILITY. THE MAXIMUM CROSS SLOPE ON ALL SIDEWALKS IS 2%. MAXIMUM SIDEWALK LONGITUDINAL SLOPE IS 5%.

12. THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION. ANY OFF–SITE STORAGE AREA REQUIRED BY THE CONTRACTOR WILL REQUIRE THE INDIVIDUAL PROPERTY OWNER'S WRITTEN APPROVAL, AS WELL AS THE CITY OF FORT PIERCE PROJECT MANAGERS APPROVAL (SELENA GRIFFETT, (772) 467–3780). A COPY OF THE APPROVAL MUST BE FORWARDED TO THE CITY OF FORT PIERCE.

13. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLANS OR AS DIRECTED BY THE PROJECT ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

14. THE CONTRACTORS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

15. SIDEWALK MUST BE FREE OF OVERHEAD OBSTRUCTIONS PER SECTION 4.4.2 OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG.)

16. CONCRETE SIDEWALK IS TO MEET THE REQUIREMENTS OF SECTION 522 OF THE FDOT STANDARD SPECIFICATIONS.

17. EXISTING MAILBOXES THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS ARE TO BE RELOCATED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT INDEX 110–200. IF RELOCATED, MUST BE COORDINATED WITH POSTMASTER GENERAL.

18. CONTRACTOR SHALL USE EXTREME CAUTION AND COMPLY WITH ALL APPLICABLE OSHA REGULATIONS WHEN WORKING IN THE VACINITY OF OVERHEAD AND UNDERGROUND UTILITY LINES.

19. WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE CITY PROJECT MANAGER AT (772) 467–3780. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER. ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION. MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISION NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS. THE CITY ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDIATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE/CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS. ALL THE WORK PERFORMED BY THE CAR CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED COILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLAN. IN ADDITION, THE CAR CONTRACTOR MUST BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES. THE CITY ENGINEER WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT IV CONTAMINATION IMPACT COORDINATOR (DCIC) AT (954) 777–4286 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

20. EXISTING TREES TO REMAIN MUST BE PROTECTED IN ACCORDANCE WITH FDOT INDEX #542.

21. ALL AREAS DESIGNATED FOR PAVEMENT REMOVAL SHALL BE SAW–CUT AT THE LIMITS OF REMOVAL ADJACENT TO EXISTING PAVEMENT WHICH IS TO REMAIN.

22. GOVERNING SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" DATED 2022–2023.

23. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS DATED 2022–2023.

24. EXISTING SECTION CORNERS AND $\frac{1}{4}$ SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. THE SURVEYOR AND MAPPER SHALL FILE UPDATED CERTIFIED CORNER RECORDS WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.

25. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

26. ALL EXISTING DRAINAGE STRUCTURES WITHIN THE LIMITS OF CONSTRUCTION SHALL REMAIN UNLESS OTHERWISE NOTED. ALL STRUCTURES IDENTIFIED TO BE REMOVED SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.

27. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THE CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN THAT NOW EXISTS.

28. ITEMS IN CONFLICT WITH CONSTRUCTION SUCH AS EXISTING DRAINAGE STRUCTURES, AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE UNLESS THE ITEMS ARE TO BE REUSED ON THE PROJECT.

29. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES, UNDERGROUND UTILITIES, OR NEAR CANAL BANKS.

30. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATELY ONLY; THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY CONTRACTOR. CONTRACTOR SHALL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.

31. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556 OF FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.

32. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.

33. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WIT THE APPLICABLE FDOT INDEX NUMBERS (102–XXX SERIES) AND THESE DOCUMENTS; THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. DEPARTMENT OF TRANSPORTATION, FHWA), SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTILLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

34. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION):

A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.
B. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER FDOT EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION).
C. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

35. ALL THERMOPLASTIC PAVEMENT STRIPING IS MEASURED FROM CENTER OF STRIPE TO CENTER OF STRIPE.

36. ALL WORK, INCLUDING HARMONIZATION, SHALL BE COMPLETED FROM AND WITHIN EXISTING CITY RIGHT–OF–WAY.

37. WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE CITY PROJECT MANAGER AT (772) 467–3780. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER. ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION.

38. MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISION NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS.

39. THE CITY ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDIATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE/CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS.

40. ALL THE WORK PERFORMED BY THE CART CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED COILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLAN. IN ADDITION, THE CAR CONTRACTOR MUST BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES.

41. THE CITY ENGINEER WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT IV CONTAMINATION IMPACT COORDINATOR (DCIC) AT (954) 777–4286 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

42. FOLLOWING COMPLETION OF THE PROJECT, THE CAR CONTRACTOR SHALL BE REQUIRED TO PROVIDE COPIES OF ALL REPORTS SUBMITTED TO REGULATORY AGENCIES, WASTE MATERIAL PROFILES, MANIFESTS AND/OR DISPOSAL RECEIPTS FOR THE HANDLING OF ALL CONTAMINATED MEDIA INCLUDING BUT NOT LIMITED TO GROUND WATER, WASTE WATER, SOILS, SOLID WASTES, SLUDGE, HAZARDOUS WASTES, AIR MONITORING RECORDS AD SAMPLE RESULTS FOR ALL MATERIALS TESTED AND ANALYZED TO THE CITY ENGINEER AND THE FDOT DCIC.

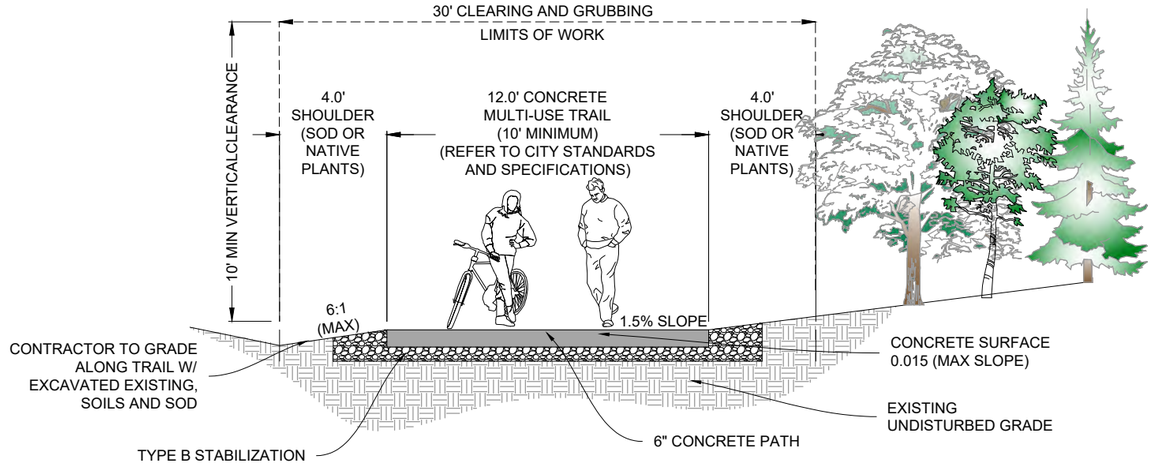
HIGHWAYMAN TRAIL - MULTI-USE PATH
GENERAL NOTES

No.	DATE	BY	REVISIONS
R#1	RDATE1	RBY1	REVISION1
R#2	RDATE2	RBY2	REVISION2
R#3	RDATE3	RBY3	REVISION3
R#4	RDATE4	RBY4	REVISION4
R#5	RDATE5	RBY5	REVISION5

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
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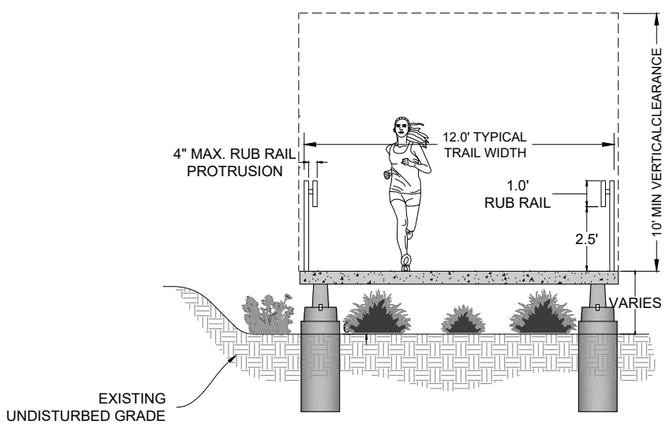
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DESIGNED BY: EDC
SCALE: N.T.S.
DRAWN BY: EDC
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TYPICAL MULTI-USE TRAIL SECTION

SCALE: N.T.S.



TYPICAL BOARDWALK SECTION

SCALE: N.T.S.

- **CONSTRUCTION TO BE IN ACCORDANCE WITH FDOT DESIGN MANUAL CH 224 SHARED USED PATHS**
- **CONCRETE STRENGTH TO BE 3000 P.S.I. AT 28 DAYS.**
- **TOOLED DUMMY CONTRACTION JOINTS EVERY 5' (TYPE 'B' JOINTS)**
- **EXPANSION JOINTS WITH PREMOLDED FILLER AT 100' O/C (TYPE 'C' JOINTS)**
- **BASE TO BE COMPACTED 98% MAXIMUM DRY DENSITY PER AASHTO T-180**
- **THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGE OF THE SIDEWALK SHALL BE FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH**

HIGHWAYMAN TRAIL - MULTI-USE PATH
TYPICAL SECTIONS

No.	DATE	BY	REVISIONS
R#1	R/DATE1	RBY1	REVISION1
R#2	R/DATE2	RBY2	REVISION2
R#3	R/DATE3	RBY3	REVISION3
R#4	R/DATE4	RBY4	REVISION4
R#5	R/DATE5	RBY5	REVISION5

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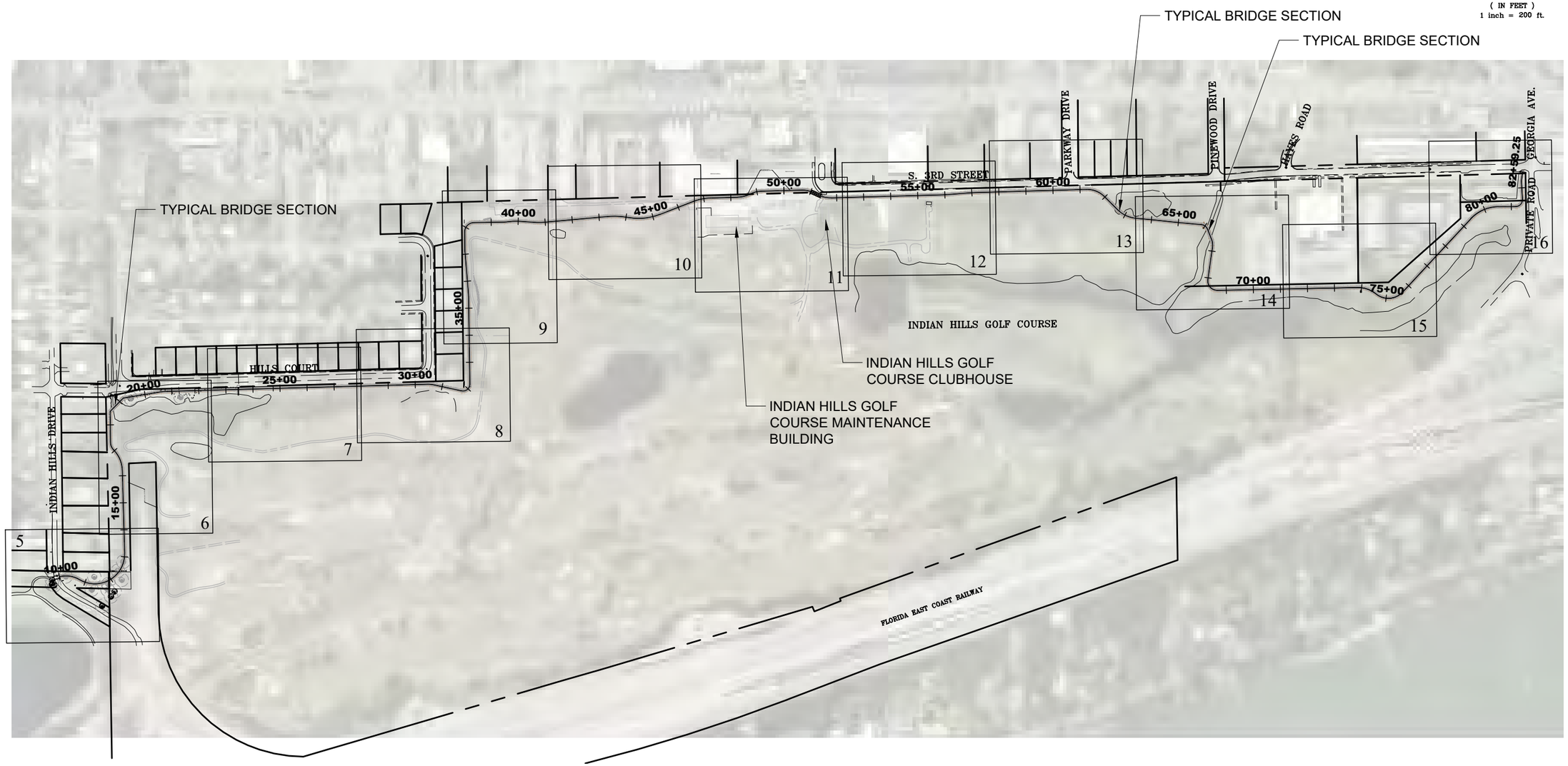
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0 200
(IN FEET)
1 inch = 200 ft.

HIGHWAYMAN TRAIL - MULTI-USE PATH
OVERALL PLAN AND KEY

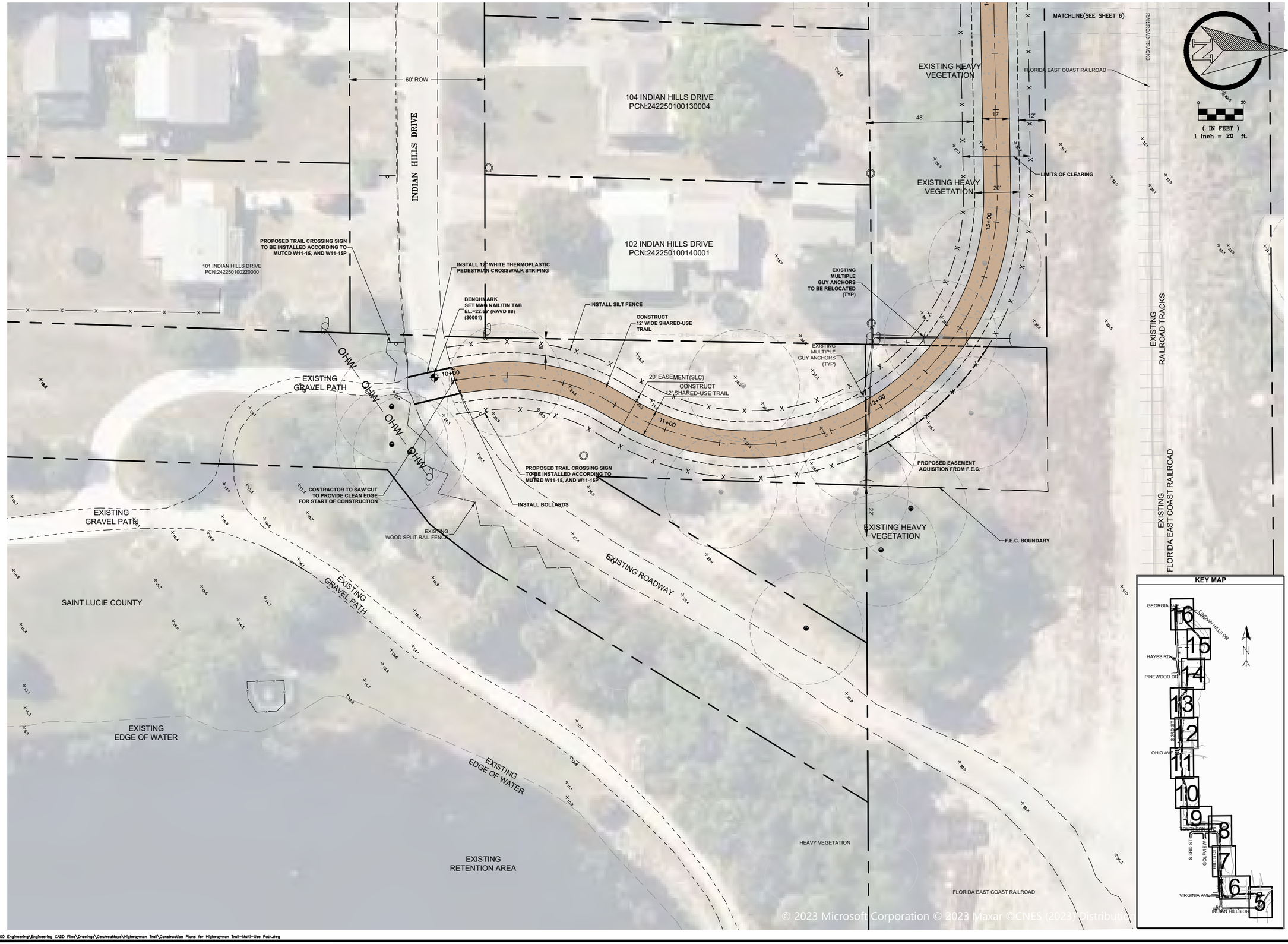
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HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

No.	DATE	BY	REVISIONS

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5 OF **17**

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MATCHLINE(SEE SHEET 7)

RIGHT-OF-WAY

EDGE OF VEGETATION

EDGE OF ASPHALT

EXISITNG GUY ANCHOR (TO REMAIN)

EXISTING EDGE OF WATER

EXISTING 7'± CONCRETE CART PATH

PROPOSED 12' SHARED-USE PATH

PROPOSED 20' EASEMENT

EXISTING EDGE OF WATER

HILLS COURT

EDGE OF ASPHALT

CITY OF FORT PIERCE
GOLF COURSE
PCN:241513300010006

EXISTING 7'± CONCRETE CART PATH

EDGE OF ASPHALT

GRASS

SET MAG NAIL/TIN TAB
EL. = 15.93' (NAVD 88)
(30003)
BENCHMARK

EXISTING RETENTION POND

TIE INTO BRIDGE CONST. THICKENED EDGE (SEE DETAIL SHEET 16)

VIRGINIA AVE.

BOARDWALK OVER EXISTING POND (LOADING OF BRIDGE TO BE DETERMINED BY STRUCTURAL ENGINEER)

CATCH BASIN RIM:15.15'

CATCH BASIN RIM:15.15'

TIE INTO BRIDGE CONST. THICKENED EDGE (SEE DETAIL SHEET 16)

CATTLE GATE

INSTALL SILT FENCE

LIMITS OF CLEARING

HEAVY VEGETATION

EXISTING F.E.C. PROPERTY BOUNDARY

FLORIDA EAST COAST RAILROAD

HEAVY VEGETATION

CITY OF FORT PIERCE
GOLF COURSE
PCN:241513300010006

MATCHLINE(SEE SHEET 5)

120 INDIAN HILLS DRIVE
PCN:242250100080006

118 INDIAN HILLS DRIVE
PCN:242250100090003

116 INDIAN HILLS DRIVE
PCN:242250100100003

112 INDIAN HILLS DRIVE
PCN:242250100110000

108 INDIAN HILLS DRIVE
PCN:242250100120007

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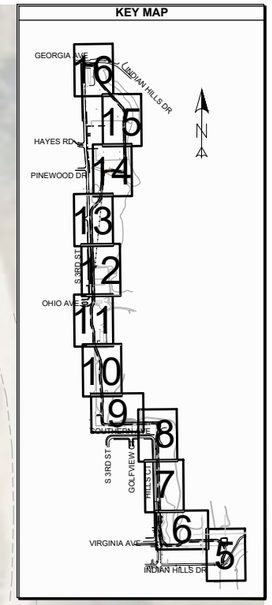
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N

0 20

(IN FEET)
1 inch = 20 ft.

KEY MAP



HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

No.	DATE	BY	REVISIONS

CITY OF FORT PIERCE
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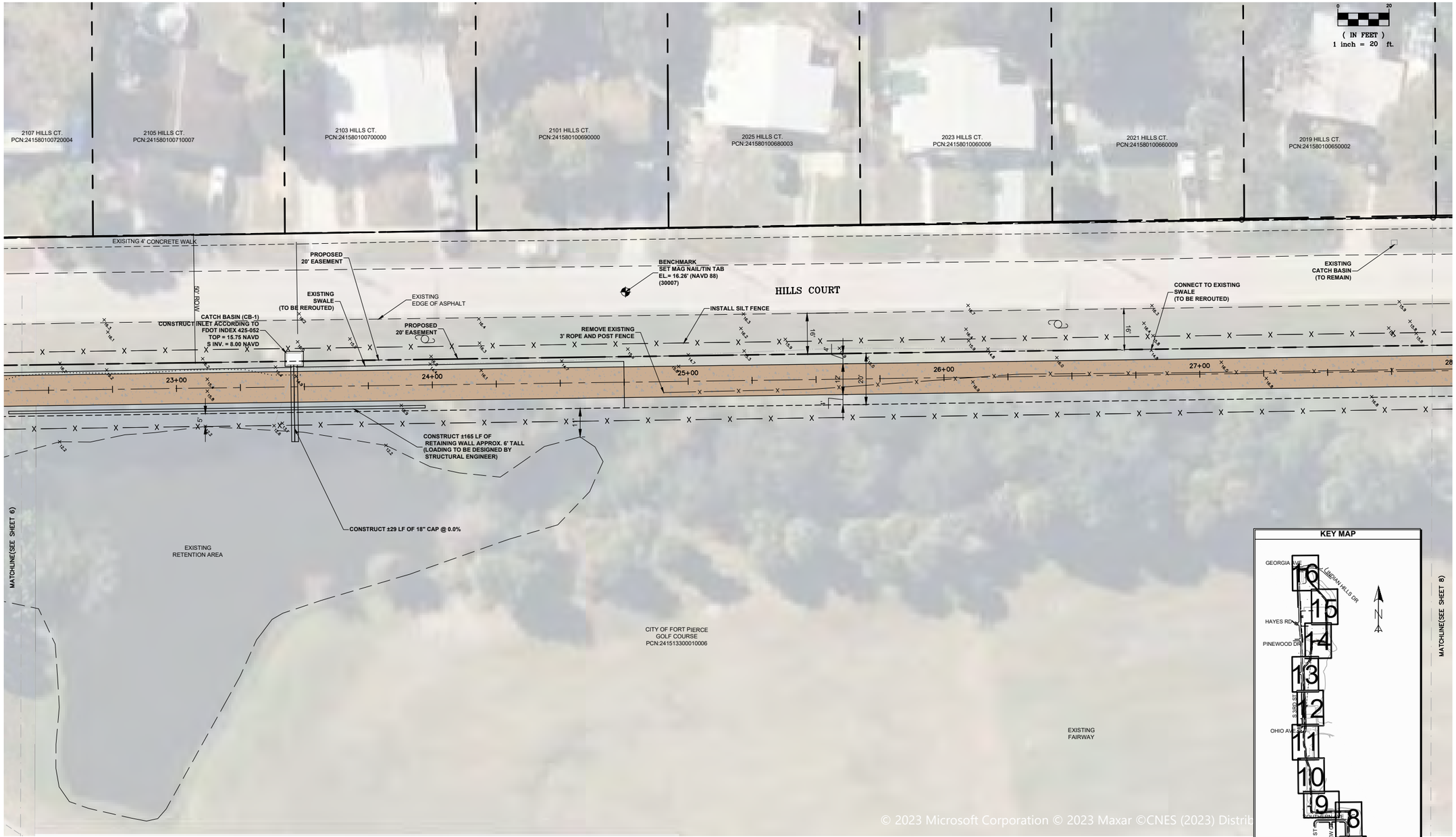
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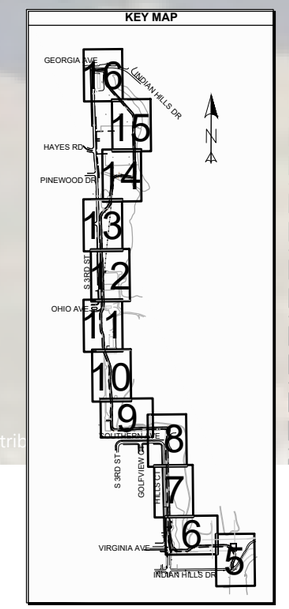
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HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

No.	DATE	BY	REVISIONS

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100 NORTH U.S. 1 P.O. BOX 1480
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DATE:
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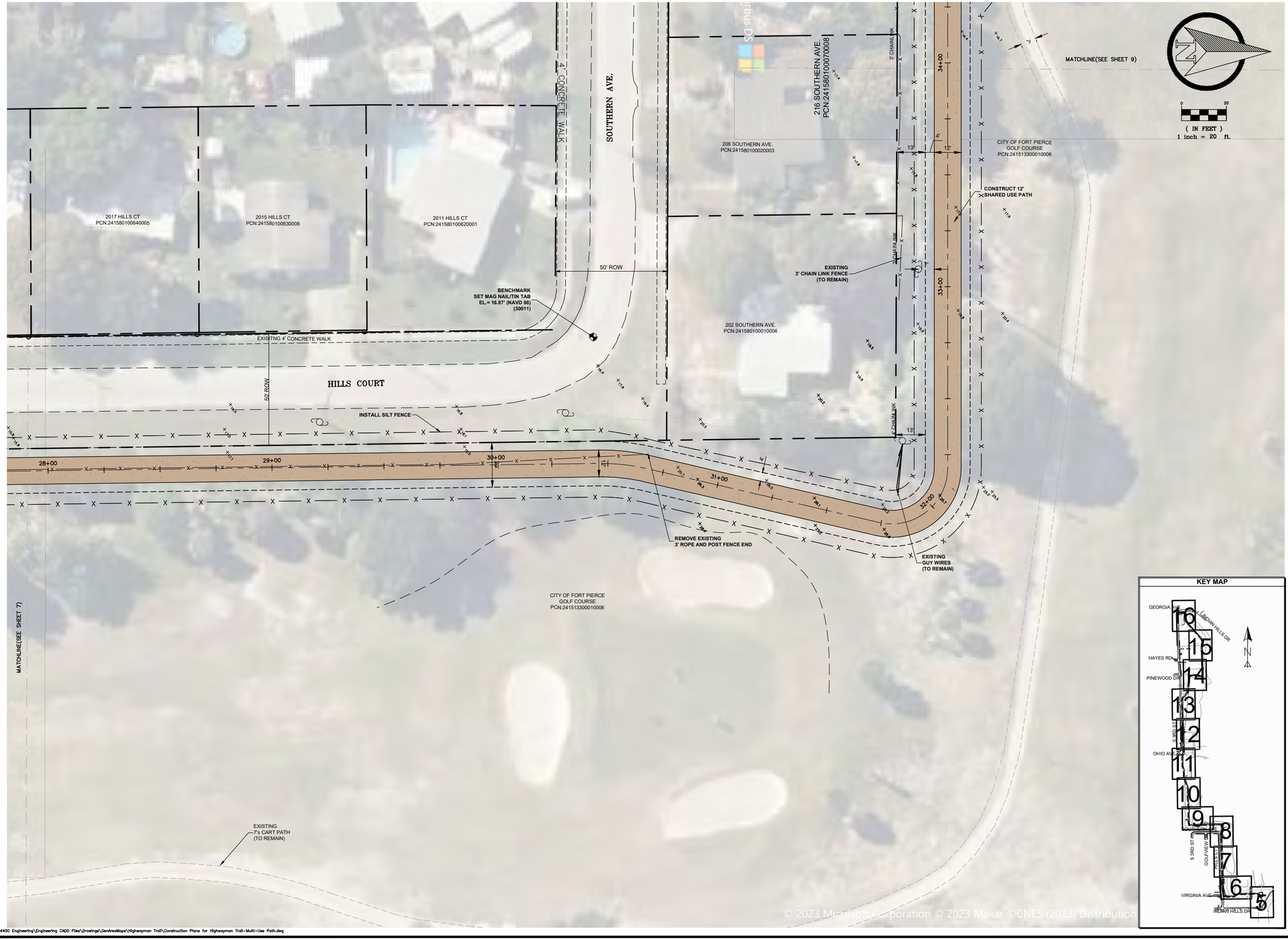
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KEY MAP

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HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

No.	DATE	BY	REVISIONS

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100 NORTH U.S. 1 P.O. BOX 1480
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MATCHLINE(SEE SHEET 10)

CONSTRUCT 12' SHARED USE PATH

12'

47'

20' SHARED-USE TRAIL EASEMENT

SHELL ROCK ROADWAY - UNMAINTAINED

PROPOSED PATH

7'

EXISTING GOLF CART PATH

LIMITS OF CLEARING

LANDSCAPING TO BE RELOCATED

INSTALL SILT FENCE

END RELOCATION

CONSTRUCT 7' WIDE CONCRETE PATH AND REMOVE EXISTING PATH. LOCATION TO BE COORDINATED BETWEEN GOLF COURSE AND CONTRACTOR.

BEGIN RELOCATION

EXISTING POWER POLE (APPROX. LOCATION)

EXISTING POWER POLE (APPROX. LOCATION)

EXISTING POWER POLE (APPROX. LOCATION)

41+00 40+00 39+00 38+00 37+00 36+00 35+00 34+00

3' WOOD

6' CHAIN LINK

4' CHAIN LINK

3' CHAIN LINK

216 SOUTHERN AVE.
PCN:241580100070008

214 SOUTHERN AVE.
PCN:241580100060001

212 SOUTHERN AVE.
PCN:241580100050004

210 SOUTHERN AVE.
PCN:241580100040007

208 SOUTHERN AVE.
PCN:241580100030000

216 SOUTHERN AVE.
PCN:241580100070008

MATCHLINE(SEE SHEET 8)

N

0 20
(IN FEET)
1 inch = 20 ft.

KEY MAP

GEORGIA AVE
HIGHWAYMAN HILLS DR
HAYES RD
PINEWOOD DR
S 3RD ST
OHIO AVE
GOLFVIEW DR
VIRGINIA AVE
INDIAN HILLS DR

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HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

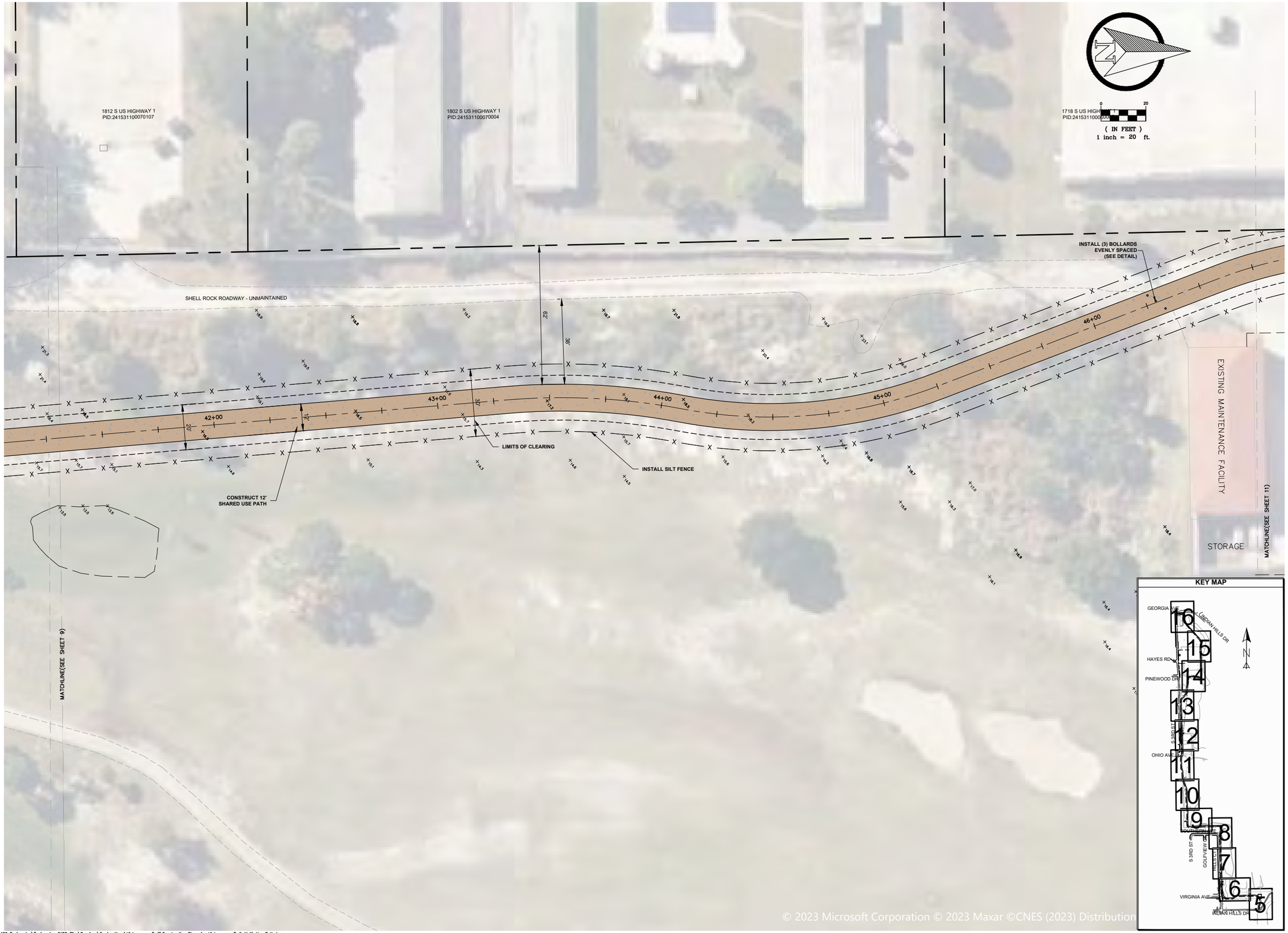
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9 OF **17**

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HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

No.	DATE	BY	REVISIONS

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DEPARTMENT OF ENGINEERING
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SHEET No.
10 OF **17**

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Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

N

0 20
(IN FEET)
1 inch = 20 ft.

PARCEL ID: 2415-311-0006-000-7
OWNER: HAVERTY FURNITURE CO.

PARCEL ID: 2415-133-0001-000-6
OWNER: CITY OF FORT PIERCE

MATCHLINE(SEE SHEET 10)

MATCHLINE(SEE SHEET 12)

OHIO AVE.

S 3RD STREET

SAW CUT EXISTING ASPHALT FOR CLEAN EDGE THAT FOLLOWS OUTSIDE SOD BOUNDARY (TYP.)

24' WIDE SECTION OF ASPHALT TO REMAIN FOR TEMPORARY CONNECTION TO PARKING

INSTALL SILT FENCE

AREA TO BE SODDED

PROPOSED CONCRETE SHARED USE TRAIL

BENCHMARK
SET MAG NAIL/TIN TAB
EL. = 17.85' (NAVD 88)
(30019)

INSTALL TRAIL CROSSING SIGN ACCORDING TO MUTCD W11-15 AND W11-15P

INSTALL (3) BOLLARDS EVENLY SPACED (SEE DETAIL)

AREA TO BE SAW CUT AND REMOVED. 6" CONCRETE TO BE PUT IN PLACE

INSTALL MULTI USE TRAIL SIGN

INSTALL STRIPING PER FDOT INDEX 711-001 (FOR TRAIL DESIGNATION)

SAW CUT EAST SIDE OF TRAIL FOR CLEAN EDGE

INSTALL (3) BOLLARDS EVENLY SPACED (SEE DETAIL)

INSTALL TRAIL CROSSING SIGN ACCORDING TO MUTCD W11-15 AND W11-15P

47+00 48+00 49+00 50+00 51+00 52+00

EXISITNG MAINTENANCE FACILITY

EXISITNG PARKING LOT

EXISITNG CONCRETE PARKING MAINTENACE AREA

EXISITNG GOLF CART PATH

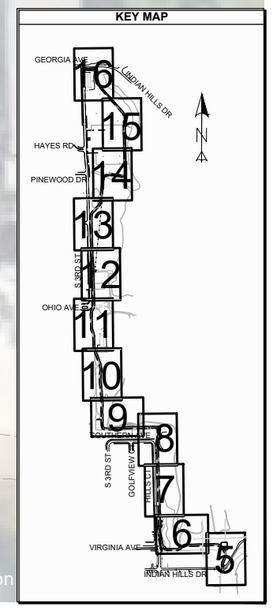
GOLF COURSE OFFICES AND CHECK-IN

WALL

RAGE

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KEY MAP



REVISIONS			
No.	DATE	BY	

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:	MARCH 27, 2024
SURVEY BY:	EDC
DESIGNED BY:	EDC
SCALE:	1" = 20'
DRAWN BY:	EDC
APPROVED BY:	J. ANDREWS

SHEET No.
11 OF **17**

Z:\Shared\4400 Engineering\Engineering CADD Files\Drawings\GenAreaMaps\Highwayman Trail\Construction Plans for Highwayman Trail-Multi-Use Path.dwg

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

PID:241560200010005

PID:241560200020002

BENCHMARK
SET MAG NAIL/TIN TAB
EL. = 14.04' (NAVD 88)
(30020)

S 3RD STREET

INSTALL SILT FENCE

EXISTING FENCE TO BE REMOVED

REMOVE EXISTING FENCE TO SILT FENCE

EXISTING CATCH BASIN

EXISTING 2' DIAMETER CONCRETE POLE

EXISTING GLOF BARRIER NETTING

53+00 54+00 55+00 56+00 57+00

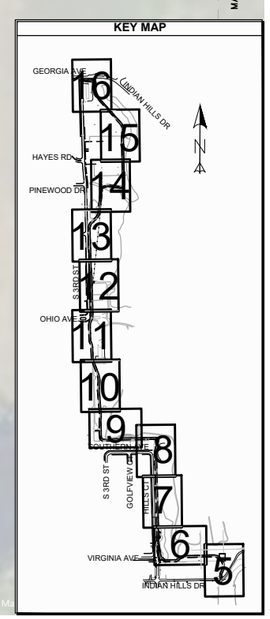
MATCHLINE(SEE SHEET 11)

MATCHLINE(SEE SHEET 13)

0 20
(IN FEET)
1 inch = 20 ft

N

KEY MAP



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Z:\Shared\4400 Engineering\Engineering CADD Files\Drawings\GenAreaMaps\Highwayman Trail\Construction Plans for Highwayman Trail-Multi-Use Path.dwg

No.	DATE	BY	REVISIONS

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:	MARCH 27, 2024
SURVEY BY:	EDC
DESIGNED BY:	EDC
SCALE:	1" = 20'
DRAWN BY:	EDC
APPROVED BY:	J. ANDREWS

SHEET No.
12 OF **17**

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5



HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

No.	DATE	BY	REVISIONS

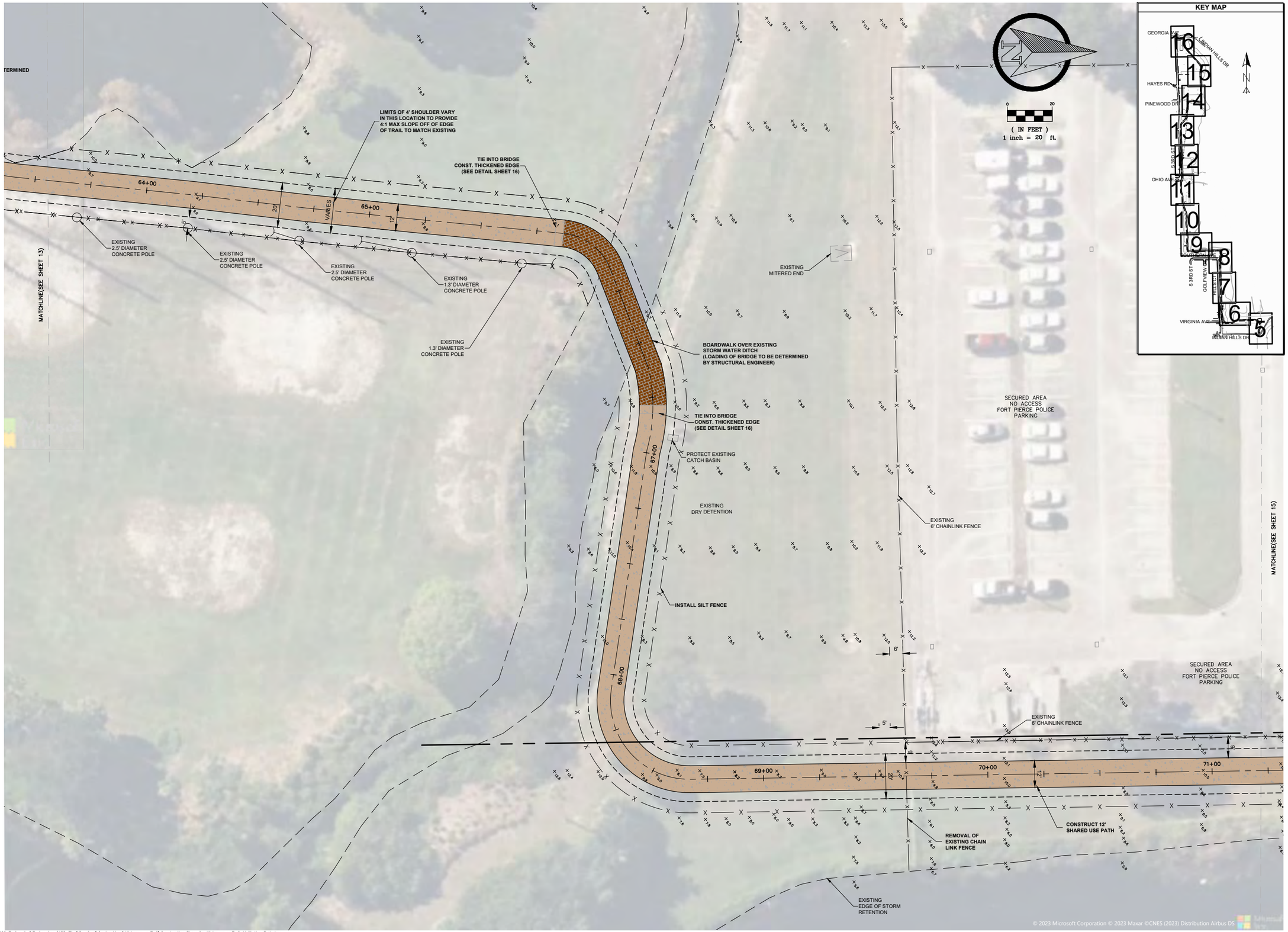
CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:	MARCH 27, 2024
SURVEY BY:	EDC
DESIGNED BY:	EDC
SCALE:	1" = 20'
DRAWN BY:	EDC
APPROVED BY:	J. ANDREWS

SHEET No.
13 OF **17**

Z:\Shared\4400 Engineering\Engineering CADD Files\Drawings\GenAreaMaps\Highwayman Trail\Construction Plans for Highwayman Trail-Multi-Use Path.dwg

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5



HIGHWAYMAN TRAIL - MULTI-USE PATH PAVING GRADING AND DRAINAGE PLAN

No.	DATE	BY	REVISIONS

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:	MARCH 27, 2024
SURVEY BY:	EDC
DESIGNED BY:	EDC
SCALE:	1" = 20'
DRAWN BY:	EDC
APPROVED BY:	J. ANDREWS

SHEET No.
14 OF **17**

Z:\Shared\4400 Engineering\Engineering CADD Files\Drawings\GenAreaMaps\Highwayman Trail\Construction Plans for Highwayman Trail-Multi-Use Path.dwg

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

PID: 2415122000100002

MATCHLINE(SEE SHEET 14)

MATCHLINE(SEE SHEET 16)

SECURED AREA
NO ACCESS
FORT PIERCE POLICE
PARKING

(IN FEET)
1 inch = 20 ft.

72+00

73+00

74+00

75+00

76+00

77+00

INSTALL SILT FENCE

PROPOSED
12' SHARED-USE TRAIL

PROPOSED
20' SHARED-USE TRAIL
EASEMENT

EXISTING
6' CHAINLINK FENCE
TO BE REMOVED

EXISTING
EDGE OF STORM
RETENTION

RELOCATE
EXISTING MES 5' TO
EAST

CONST. ±8 LF OF 15" RCP WITH RELOCATED
MITERED END SECTION
(RELOCATION)

KEY MAP

GEORGIA AVE
LINDIAN HILLS DR
HAYES RD
PINEWOOD DR
S 38TH ST
OHIO AVE
S 39TH ST
GOLFVIEW TER
HILLS CT
VIRGINIA AVE
INDIAN HILLS DR

16
15
14
13
12
11
10
9
8
7
6
5

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HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING AND DRAINAGE PLAN

No.	DATE	BY	REVISIONS
1	3/27/24	SG	TRAIL RELOCATED

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:
MARCH 27, 2024

SURVEY BY:
EDC

DESIGNED BY:
EDC

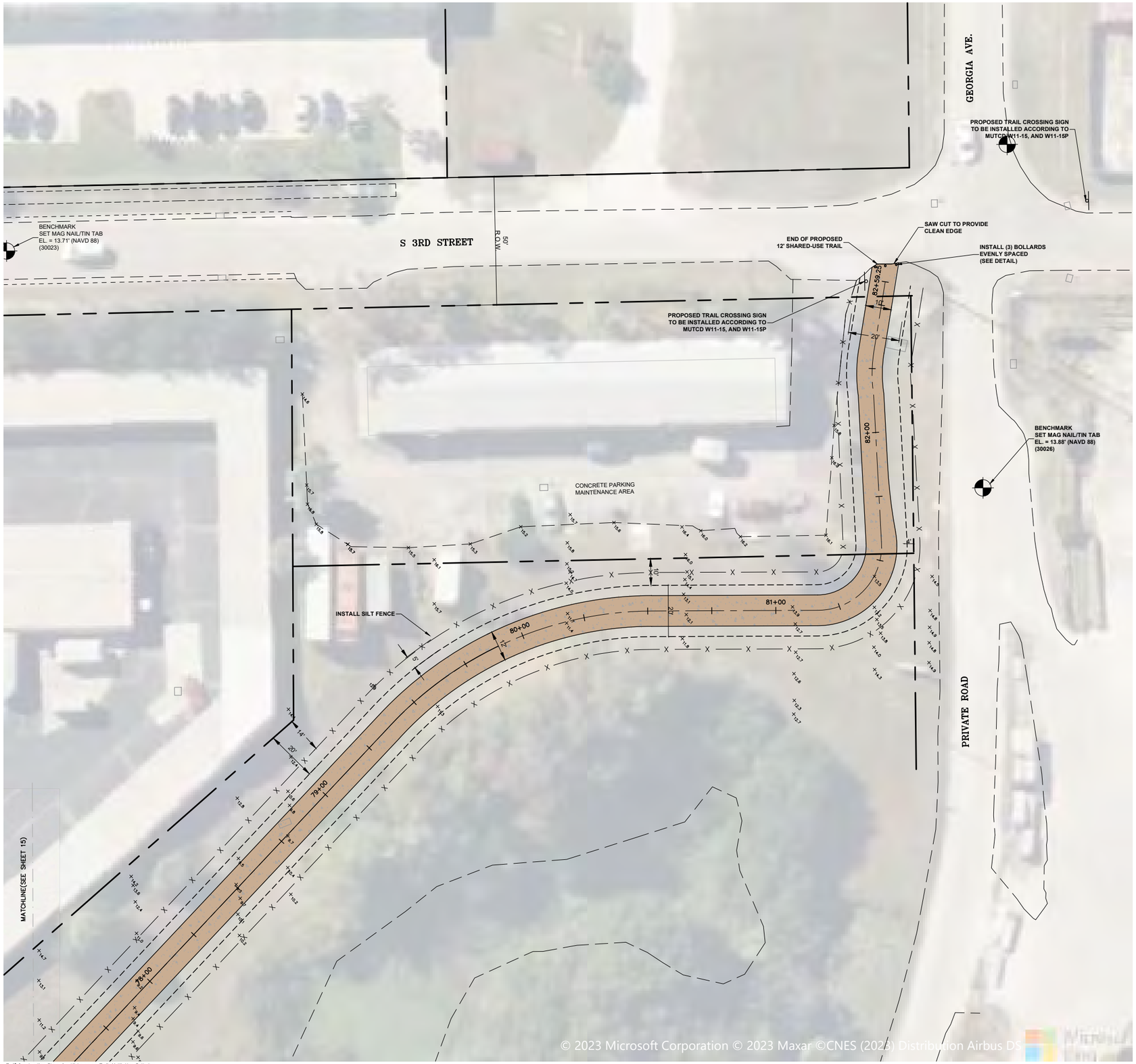
SCALE:
1" = 20'

DRAWN BY:
EDC

APPROVED BY:
J. ANDREWS

SHEET No.
15 OF **17**

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

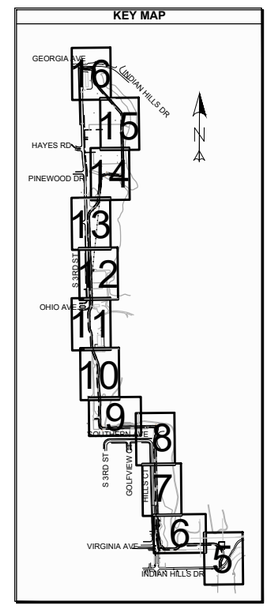


N

0 20

(IN FEET)
1 inch = 20 ft.

KEY MAP



HIGHWAYMAN TRAIL - MULTI-USE PATH PAVING GRADING AND DRAINAGE PLAN

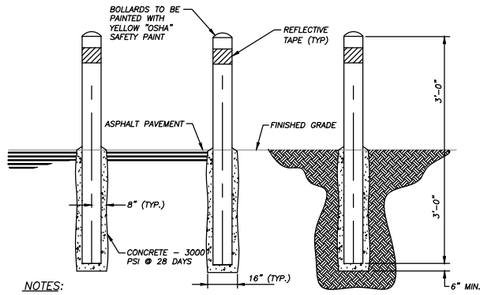
No.	DATE	BY	REVISIONS

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:	MARCH 27, 2024
SURVEY BY:	EDC
DESIGNED BY:	EDC
SCALE:	1" = 20'
DRAWN BY:	EDC
APPROVED BY:	J. ANDREWS

SHEET No.
16 OF **17**

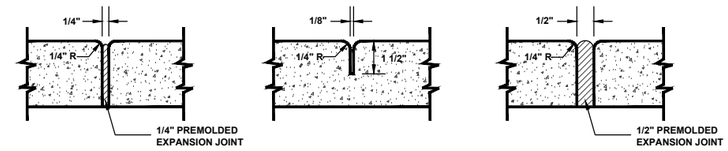
Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5



NOTES:

1) BOLLARDS TO BE 6" SCHEDULE 40 STEEL PIPE, 6'-0" LONG AND FILLED WITH CONCRETE.
2) BOLLARDS ON SIDE NOT ACCESSIBLE TO VEHICLES MAY BE OMITTED BY THE APPROVING AGENCY.
3) PLACE 6" WIDE YELLOW CLASS 4 REFLECTIVE TAPE 4" DOWN FROM TOP FOR FULL DIAMETER ON ALL BOLLARDS.
4) CONTRACTOR TO ASSURE THAT BOLLARDS ARE PLACED TO ALLOW FULL ACCESS TO THE PROTECTED FACILITY.

BOLLARD DETAIL



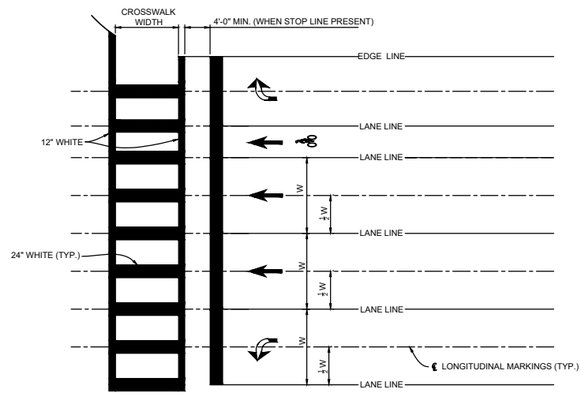
TYPE "A" TYPE "B" TYPE "C"

MULTI-USE TRAIL CONSTRUCTION JOINTS

"A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.

"B" 5' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.

"C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.



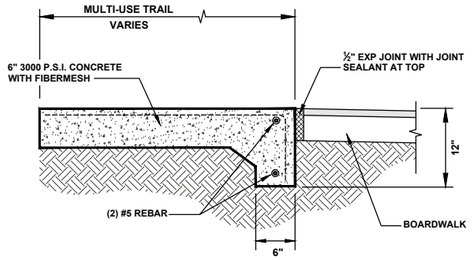
SPECIAL EMPHASIS CROSSWALK DETAILS

NOTES:

1. FOR CROSSWALK WIDTH, EXCEED WIDTH OF THE ADJACENT SIDEWALK, BUT DO NOT MAKE WIDTH LESS THAN 6' FOR INTERSECTION CROSSWALK AND 10' FOR MIDBLOCK CROSSWALKS. MEASURE WIDTH FROM THE INSIDE OF THE TRANSVERSE CROSSWALK MARKINGS.

2. WHEN THE SPECIAL EMPHASIS CROSSWALK IS NOT PERPENDICULAR TO THE LANE LINES, MAKE THE LONGITUDINAL MARKINGS PARALLEL TO THE LANE LINES.

3. REFER TO INDEX 522-002 WHEN CURB RAMPS ARE PRESENT.



THICKENED EDGE DETAIL

HIGHWAYMAN TRAIL - MULTI-USE PATH
DETAIL PLAN

No.	DATE	BY	REVISIONS

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE: MARCH 27, 2024

SURVEY BY: EDC

DESIGNED BY: EDC

SCALE: N.T.S.

DRAWN BY: EDC

APPROVED BY: J. ANDREWS

SHEET No. **17** OF **17**

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT B

SCHEDULE OF FINANCIAL ASSISTANCE

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440034-2-54-01	Non-federal TLWR	088717	24/25	751000	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	$862,000.00
	Total Financial Assistance						$862,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	***$***	***$***	***$***	***$***			
Planning	***$***	***$***	***$***	***$***			
Environmental/Design/Construction	***$862,000.00***	***$***	***$***	***$862,000.00***	100%		
Totals	***$***	***$***	***$***	***$***			

*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Modeline Acreus

Department Grant Manager Name

DocuSigned by:
Modeline Acreus
754FEBA810F94F2...

06/13/2025 | 11:27 AM EDT

Signature Date

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____
Name: _____
Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT D

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM
CSFA Number:	55.038
***Award Amount:**	$862,000.00

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

RESOLUTION NO. 25-R45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE CONSTRUCTION OF THE SHARED USE PATH ALONG THE SUN TRAIL NETWORK FROM **INDIAN HILLS DRIVE TO GEORGIA AVENUE** PER THE HISTORIC HIGHWAYMAN TRAIL GAP FINAL FEASIBILITY STUDY/DESIGN AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Agreement is in the interest of both the City of Fort Pierce and the Florida Department of Transportation enabling the Department's participation in the construction of the recommended shared use path along the SUN Trail network;

WHEREAS, the Florida Department of Transportation will provide funding for the construction, determining it would be more practical, expeditious, and economical for the City of Fort Pierce to perform the project.

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

1. That the City of Fort Pierce will enter into a Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation for the mutual benefits to be derived form joint participation on the project

2. That a copy of said Agreement shall be attached to this Resolution.

3. This Resolution shall become effective immediately upon adoption.

4. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 9th day of June 2025.

Linda Hudson
LINDA HUDSON, MAYOR

Attest:
Linda W Cox
LINDA COX, CITY CLERK

(CITY SEAL)

Approved as to Form and Correctness:

SARA HEDGES, CITY ATTORNEY

Docusign Envelope ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

EXHIBIT G

MAINTENANCE MEMORANDRUM OF AGREEMENT

Maintenance MOA Language for Off-system Multi-Use Trail Project

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. # **440034-2-54-01,** for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.

2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor from Indian Hills Drive (27.424572, -80.320555) to Georgia Avenue/S 3rd Street (27.439554, -80.324922). The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.

3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to Name, Title, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.

4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.

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5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.

6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.

7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.

8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within 45 days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.

9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

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EXHIBIT H
CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-04
STRATEGIC
DEVELOPMENT
OGC 02/19

DATE: November 6, 2025

TO: City of Fort Pierce, 100 North U.S. 1, Fort Pierce, Fl 34950

FROM: State of Florida Department of Transportation

SUBJECT: Grant Agreement Time Extension

CONTRACT NUMBER: G2H29

AMENDMENT NUMBER: 1

FINANCIAL MANAGEMENT NUMBER: 440034-254-01

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and City of Fort Pierce ("Agency"), dated May 12, 2023, is scheduled to expire on the 1st day of March, 2026.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to: the 1st day of March, 2028, for additional time to complete the Project for the following reasons: To allow additional time to complete construction activities that were delayed due to the initial bid exceeding the available grant funding. The revised timeline will align the end date of this agreement with the related contract that received supplemental funding.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on _____ (to be completed by Department).

AGENCY	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name:_____	Name: John P. Krane, P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review: Francine Steelman

Noemi Rios

From: Noemi Rios
Sent: Friday, November 21, 2025 9:11 AM
To: Selena Griffett
Cc: Rebecca Mondono; Mark Zrallack; Sara Hedges; Venetia Barnes
Subject: RE: RLS Form #27452 | Grant Agreement Time Extension - FDOT SUN Trail Agreement for Historic Highwayman Trail

Excellent. I am adding this email to the RLS and routing to CAO for review.

Thanks for the quick reply and have an amazing weekend.

Please CC: RMondono@CityofFortPierce.com

Noemí Rios, RWCS | Risk Manager | City of Fort Pierce
Risk Management
Phone: 772.467.3070 | 100 North U.S. 1, Fort Pierce, FL 34950

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

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If you believe you have a legal claim against the City and would like to submit a claim, you can do so by clicking here.

From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Friday, November 21, 2025 9:10 AM
To: Noemi Rios <nrios@cityoffortpierce.com>
Cc: Rebecca Mondono <rmondono@cityoffortpierce.com>; Mark Zrallack <mzrallack@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>; Venetia Barnes <vbarnes@cityoffortpierce.com>
Subject: RE: RLS Form #27452 | Grant Agreement Time Extension - FDOT SUN Trail Agreement for Historic Highwayman Trail

Good Morning Noemi,

While we are managing the project, it will be advertised for bid. As you have highlighted below, we can put this responsibility on the contractor in the bid documents.

Selena Griffett PE | Project Engineer | City of Fort Pierce
Engineering Department
Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

From: Noemi Rios <nrios@cityoffortpierce.com>
Sent: Friday, November 21, 2025 9:06 AM
To: Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: Rebecca Mondono <rmondono@cityoffortpierce.com>; Mark Zrallack <mzrallack@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>; Venetia Barnes <vbarnes@cityoffortpierce.com>
Subject: RLS Form #27452 | Grant Agreement Time Extension - FDOT SUN Trail Agreement for Historic Highwayman Trail
Importance: High

Selena, good morning:

I have reviewed the following RLS for insurance purposes and the document below indicates whoever is doing this work must have general liability limits of $5M.

Are we doing this work? If so, we cannot agree to the contract with the limits stipulated as we only carry $3M in General Liability.
If not us, please confirm the hired contractor carries these limits.

(Scroll all the way down this email, please.)

c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and

ID: FBB331AA-5EA5-4777-AB59-79598959CBE5

shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

The City of Fort Pierce's GL coverage is below...

		Premium Basis	Deductible/ Type	Limit	Net Premium
IV.	**General/Professional Liability**		$0	$3,000,000	$1,235,284
	Payroll:	16,977,501			
1.	General Liability			*	Included
	a. Broad Form Property Damage		$0	Per Form	
	b. Extra Contractual Legal Expense		N/A	Per Form	
	c. Fire Legal Liability		$0	Per Form	
	d. Medical Attendants'/Medical Directors' Malpractice Liability		$0	$3,000,000	
2.	Errors and Omissions Liability		$0	$3,000,000	Included
	a. Employment Practices Liability		$0	$3,000,000	
	b. Employee Benefits Program Administration Liability		$0	$3,000,000	
3.	Law Enforcement		$0	$3,000,000	Included
	Full Time with Arrest Powers:	148			
	Full or Part Time w/out Arrest Powers:	8			
	Volunteers:	10			
	Clerical:	32			
	Dogs:	5			

Please confirm who is doing the work so I know how to proceed with the routing of this RLS.

Thanks.

P.S. I added Mark to this email, but he has an automatic reply stating I should add Venetia in his absence. I have done so.

Please CC: RMondono@CityofFortPierce.com

Noemí Rios, RWCS | Risk Manager | City of Fort Pierce
Risk Management
Phone: 772.467.3070 | 100 North U.S. 1, Fort Pierce, FL 34950

Website | Facebook | Survey

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER

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

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: GRANT AGREEMENT TIME EXTENSION - FDOT SUN TRAIL AGREEMENT FOR HISTORIC HIGHWAYMAN TRAIL

CAO RLS FILE: 25-388

DATE: DECEMBER 3, 2025

I have reviewed the request for legal services pertaining to the first amendment to the Grant Agreement for the FDOT SUN Trail, as provided by the State Department of Transportation. The first amendment is approved as to form and correctness.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **11. C.**

Meeting Date: 01/05/2026

Re: Approval of Amendment No. 1 to the Continuing Services Agreement with Mow 4 Less Lawn Care LLC for Nuisance Abatement Services, RFP No. 2024-048, in the amount of $75,000

Submitted For: Shaun Coss (CR), Acting Director of Community Response, Code Enforcement

SUBJECT:

Approval of Amendment No. 1 to the Continuing Services Agreement with Mow 4 Less Lawn Care LLC for Nuisance Abatement Services, RFP No. 2024-048, in the amount of $75,000

SUMMARY:

On September 2, 2025, during the City Commission meeting, the Commission executed a Continuing Services Agreement with Mow 4 Less Lawn Care LLC for Nuisance Abatement Services, RFP No. 2024-048. Amendment No. 1 has been submitted to correct the name of the contractor from Mow 4 Less LLC to Mow 4 Less Lawn Care LLC.

RECOMMENDATION:

Staff recommends approval of Amendment No. 1

ALTERNATIVES:

Do not approve Amendment No. 1 at this time.

RESPONSIBLE STAFF:

Shaun Coss, Interim Community Response Director

COORDINATED WITH:

Purchasing Division
City Attorney's Office

Fiscal Impact

Budgeted Y/N: y
Fiscal Year: FY2026
Account: 0012903-552530
Amount: $75,000.00

FISCAL IMPACT:

Funding is provided by the Clean & Safe Community Initiative

Attachments

Amendment No. 1
CAO Memo

FIRST AMENDMENT TO THE
CONTINUING SERVICES AGREEMENT
BETWEEN THE CITY OF FORT PIERCE AND
MOW 4 LESS LAWN CARE LLC

This First Amendment to the Continuing Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and MOW 4 LESS LAWN CARE LLC, a FLORIDA LIMITED LIABILITY COMPANY, with its principal place of business at 308 South 30th Street, Fort Pierce, FL 34947("Contractor") (collectively referred to as the "Parties").

RECITALS:

WHEREAS, on September 2, 2025, the Parties entered into a Continuing Services Agreement pursuant to RFP No. 2024-048 for Nuisance Abatement Services; and

WHEREAS, the Continuing Services Agreement references the Contractor's name as "MOW 4 LESS LLC"; and

WHEREAS, the Contractor's legal name is "MOW 4 LESS LAWN CARE LLC"**;** and

WHEREAS, the Parties desire to amend the Agreement solely to correct the Contractor's name, with all other terms and conditions remaining unchanged.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Name Correction**. The Continuing Services Agreement is hereby amended to replace all references to "MOW 4 LESS LLC" with "MOW 4 LESS LAWN CARE LLC", to reflect the Contractor's current legal name.

3. **Full Force and Effect.** Except as expressly modified herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

5. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Continuing Services Agreement shall remain in full force and

effect between the Parties. In the case of a perceived conflict between the terms of the Continuing Services Agreement and this Amendment, this Amendment shall govern.

6. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

CONTRACTOR:

MOW 4 LESS LAWN CARE LLC

By: _____

Print: Andrew Kissoon

Title: owner

Today's Date: 12-9-2025

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, Esq., City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MADISON WHITE, PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: AMENDMENT TO CONTINUING SERVICES CONTRACT - MOW 4 LESS LAWN CARE LLC - NUISANCE ABATEMENT SERVICES - RFP NO. 2024-048

CAO RLS FILE: 25-381

DATE: NOVEMBER 20, 2025

I have reviewed the above request for legal services related to the first amendment to the continuing services contract with Mow 4 Less Lawn Care LLC. A redlined and clean copy of the first amendment are attached; the clean copy is approved as to form and correctness.

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

Thank you.

CITY OF FORT PIERCE
CONTINUING SERVICES AGREEMENT
RFP NO. 2024-048 NUISANCE ABATEMENT SERVICES

This Agreement ("Agreement"), entered into this 2nd day of September, 2025, is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and MOW 4 LESS LLC, a FLORIDA LIMITED LIABILITY COMPANY, with its principal place of business at 308 South 30th Street, Fort Pierce, FL 34947 ("Contractor").

WHEREAS, on August 28, 2024, pursuant to RFP No. 2024-048, the City solicited the services of qualified vendors to provide nuisance abatement services; and

WHEREAS, the Contractor submitted a proposal that was evaluated by an evaluation committee who recommended award to Contractor; and

WHEREAS, on March 17, 2025, the City Commission authorized the award of RFP No. 2024-048 to Contractor and authorized staff to initiate contract negotiations with Contractor; and

WHEREAS, Contractor is qualified and experienced in providing nuisance abatement services; and

WHEREAS, the City is in need of such continued services for nuisance abatement; and

WHEREAS, Contractor has agreed to furnish nuisance abatement services to the City for the compensation set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. Contractor Services.

1.1 Contractor will provide the services as set forth in **Exhibit A**, Scope of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of the City.

1.2 Contractor will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered a continuing contract and work will be initiated on an assignment-by-assignment basis through a Specific Authorization. The City will notify all contractors, of which the City has entered a nuisance abatement agreement, of an assignment, and solicit from the contractors their proposed costs and time period for completion of the assignment. The City reserves the right to select the respective contractor who the City believes is in its best interest to perform the specified work. Contractor specifically acknowledges and agrees this Agreement is not a guarantee the City will select Contractor to perform any services, nor is Contractor guaranteed to receive any assignments for which Contractor will be compensated by City pursuant to this Agreement.

1.3 A Specific Authorization from the City will be provided to Contractor for each assignment awarded to Contractor. The Specific Authorization shall set out the Scope of Work for the assignment, time of performance, and any other necessary terms.

1.4 The Community Response Director can approve Specific Authorizations up to the limit established by the City Purchasing Policy for department heads. Specific Authorizations over the limit for department heads and up to $50,000 must be authorized by the City Manager. Specific Authorizations over $50,000 must be presented to the City Commission for authorization.

1.5 Notwithstanding any other provision of this Agreement, the Contractor's performance of the Services will (1) conform to the specifications and requirements contained in the RFP No. 2024-048 – Nuisance Abatement Services and the Contractor's Bid, attached as **Exhibit B**. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

2.1 Total compensation to Contractor will not exceed $75,000 (**Seventy-Five Thousand Dollars and 00/100)** within each fiscal year (October 1 to September 30) of the Agreement. Total compensation shall include all travel and expenses. Payment for the services performed will be processed within thirty (30) days of receipt and approval of an invoice in accordance with the Florida Prompt Payment Act, Florida Statutes § 218.70-79.

2.2 Upon completion of the services and acceptance by the City, Contractor will submit invoices, along with the required documentation, as set forth in **Exhibit A**, Scope of Work.

2.3 The City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the City approves the amount or any portion of the amount, the City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If the City disapproves any invoice amount, the City will give Contractor specific reasons for its disapproval in writing.

3. Term. This Agreement is effective as of the date last signed below ("Effective Date") and will terminate two years from the effective date, unless earlier terminated in accordance with Section 8. The City will have the option, in its sole discretion, to renew this Agreement for four (4) additional one (1) year terms.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations.

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by the City, are the sole property of the City and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to the City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to the City upon expiration or termination of this Agreement. The City will have the right to use the Work Material for the completion of the Services or otherwise. The City may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by the City in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish Work Material or other information pertaining to the Services assigned to Contractor by the City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City.

6.2 Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of the City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of the City.

6.3 The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records. The City strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with all public records laws, specifically to:

7.1 Keep and maintain public records required by the City to perform the service.

7.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the City.

7.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfer all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 The City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of the City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by the City.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 The City may terminate this Agreement, for any reason, without cause, in its sole discretion, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification. Contractor will indemnify and hold harmless the City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance has been provided to and approved by the City. As evidence of compliance with the insurance required herein, Contractors shall furnish the City with:

A fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City and its board members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

The original of the policy(ies); or

Other evidence satisfactory to the City.

Until such insurance is no longer required by this Agreement, Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the City, Contractor shall, within thirty (30) days after receipt of a written request from the City, provide the City a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	(Each Accident)
	$1,000,000	(Disease-Policy Limit)
	$1,000,000	(Disease-Each Employee)

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City and its respective members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with City and their respective members, officials, officers, and employees scheduled thereon.

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City and its officials, officers, agents and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Fire Damage (any one fire)	$Nil
Medical Expense (any one person)	$Nil

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence	
Bodily Injury and Property Damage Liability Combined	$1,000,000

General Conditions - The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City or its officials, officers, agents and employees any deductible or self- insured retention applicable to a claim against the City or its officials, officers, agents and employees.

The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the City and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder:

   City of Fort Pierce
   Attention: Risk Manager
   100 N. U.S. Hwy 1
   Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability:

   City of Fort Pierce and its officials, officers and employees.

11. Alterations or Additional Work. Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from the City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Waiver of Jury Trial.

BOTH THE CITY AND CONTRACTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVE 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.

13. Notice. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, Unites Sates certified mail, postage prepaid, return receipt requested, or overnight courier services (e.g. FedEx, UPS) to the party to be notified at the addresses set forth below or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

AS TO CITY:
City Manager
100 N US Highway 1
Fort Pierce, FL 34954

WITH A COPY TO:
City Attorney
100 N US Highway 1
Fort Pierce, FL 34954

AS TO CONTRACTOR:
Andrew Kissoon
Owner-President
308 S 30th Street
Fort Pierce, FL 34947

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

14. Independent Contractor. The Contractor is and shall at all times be deemed to be an independent contractor for all purposes under this Agreement and shall not be deemed to be a representative, agent, or employee of the City in the performance of the Services.

15. Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

16. Miscellaneous

16.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

16.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

16.3 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

16.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and the City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of the City and Contractor.

16.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

16.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

16.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by the City, Contractor shall carry on the work and maintain its progress schedule in

accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

16.9 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311 et. seq., Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

16.10 E-Verify. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with Contractor, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

16.11 Non-Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTRACTOR,
MOW 4 LESS LLC:

By: _____

Name: Andrew Kissoon

Title: owner

Date: 8-13-2025

CITY OF FORT PIERCE:

By: _____
Linda Hudson, Mayor

Date: 9/2/2025

ATTEST:

By: _____
Linda Cox, City Clerk

(seal)

APPROVED AS TO
FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

Attached: Exhibit A – Scope of Work
Exhibit B – Contractor's Proposal

EXHIBIT "A"
SCOPE OF WORK

1. SERVICES TO BE PROVIDED

The Contractor shall furnish all labor, equipment, supervision, transportation, materials, tools, and incidentals necessary to perform the following nuisance abatement tasks:

a. Lot Clearing and Debris Removal

i. Removal of overgrown vegetation, including mowing, cutting, and trimming of grass, shrubs, and weeds to the following specifications:

- Grass is to be neatly cut and mowed to the street edge.
- Fence lines, trees, houses, etc. are to be weed wacked / trimmed.
- Edging to be completed when needed.

ii. Removal and disposal of garbage, litter, junk, tires, and debris.

b. Trees – Removal / Trimming

i. All trees are to be trimmed up to seven feet (7') above grade and all bushes and shrubbery to be trimmed down to two and a half feet (2.5') above grade.

ii. Tree removal is to be completed with the trunk cut level with the ground. Stump grinding is not required unless it is specified in the work order request and will be considered an extraordinary expense.

c. Securing Structures / Pools

i. Secure vacant, abandoned, or unsafe structures as directed.

ii. Use of materials and methods as directed by the Code Enforcement Officer. (i.e. Plywood vs. clear board)

iii. Installation of temporary or permanent barriers to restrict access to unsafe or unsecured swimming pools.

iv. Application of safety covers or fencing that complies with applicable codes and safety regulations.

d. Graffiti Abatement

i. Removal or painting over graffiti on public or private properties, using approved methods and matching paint colors where possible.

2. WORK ORDER PROCESS

Work order requests (also referred to as "Specific Authorizations") shall be provided to the Contractor by the City and shall include the following information:

a. Services shall be requested through written requests for bid.

b. Each request will specify the location and nature of services.

i. The address and parcel number for the property to be addressed.

ii. A map of the location of the property, including the property line measurements. If needed, the map will be marked to show more specific details of the work to be performed.

iii. A description of the work required. Ex) Grass in excess of 18”; Trees/shrubs to be lifted and trimmed; Visible large debris; Tires; Secure structure – 2 doors and 4 windows.

iv. The name of the Code Officer responsible for the work order request and contact information.

c. Response to the City's request for services shall not exceed seven (7) days from the time the request is initiated.

d. The Contractor should be on site, capable of starting the work, within three (3) days of acceptance of response.

e. The time required for completion of more extensive work will be established prior to the execution of a work order.

3. STANDARDS OF PERFORMANCE

a. Contractor shall complete all tasks in a timely, professional, and workmanlike manner. Unless specified differently in the request for bid, all work is to be completed within seven (7) days of bid acceptance.

b. Delays due to weather, equipment malfunction, or similar are to be reported to the assigned Code Officer prior to the expiration of the approved work window. Certain delays may need to be approved by management.

c. All work shall be subject to inspection and approval by the Code Enforcement Officer or Department Management.

d. All debris, including all loose, broken, or cut branches, is to be removed by the Contractor daily. Disposal shall be done off the site and the Contractor shall pay all disposal fees.

4. INVOICING AND REPORTING

a. All invoices are to be submitted in a timely manner, no later than seven (7) days after the work has been completed.

b. Invoices shall include detailed descriptions of services performed, including code case #, property address, date of service, and before/after photos.

c. Supporting documentation for certain services, including disposal receipts, may be required for payment approval.

5. CONTRACTOR RESPONSIBILITIES

a. The Contractor is responsible for confirming they are working on property identified in the work order.

   i. Familiarity with the St. Lucie County Property Appraiser's website is required.

   ii. A measuring wheel or similar measuring device is required.

b. Clear before and after photographs of each parcel, submitted electronically and accompanying the invoice.

   i. Photos are to be date/time stamped.

   ii. Before and after photos should be taken from the same spot providing the same view.

   iii. A minimum of two (2) before and two (2) after photos must be submitted for each work order.

   iv. Failure to provide clear before and after photos may result in non-payment of the invoice.

c. If needed, the Contractor or a representative must be available to respond in person to code enforcement hearings resulting from action taken by the City in which the Contractor provided nuisance abatement services. The Contractor may provide supporting testimony regarding the abatement activities taken and to validate documents such as the required photographs and submitted invoices for service.

d. Any damage(s) due to negligence or improper conduct of the Contractor occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal to or better than that existing before such damage occurred.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

Letter of Transmittal

To whom it may concern,

This letter will summarize in a brief and concise manner our understanding of the Scope of Work.

We at Mow 4 Less LLC have been servicing municipalities for many years. Our staff and management have decades of experience in grounds maintenance and property preservation. We are currently doing this type of work, so we have a clear and concise understanding of the City's requirements. Our reputation speaks for itself. We are committed to quality service which in turn produces an exceptional product. We are goals oriented. Meeting set deadlines are, are first priority. We strive for the innovation our craft.

Andrew Kissoon is the owner and operator. We look forward for the opportunity to continue serve you.

Sincerely,



Mow 4 Less LLC.
Andrew Kissoon, owner
308 S. 30 St
Fort Pierce FL. 34947
772-201-7655

Organizational Profile

Mow 4 Less LLC. is a solely owned corporation by Andrew Kissoon. We are a family run business. Our staff includes field managers, team leaders and hands on ownership. Management and team leaders work together daily with staff, to produce a flawless product.

We have been managing and maintaining large projects for many years. And we have not lost or forfeited any project due to management, quality or lack of funding.

Andrew Kissoon manages and supervises all projects. Our primary work force is locals. This not only benefits our local economy, it also strengthens it. We employ on average 8-12 individuals year round.

We are steps above our competition by implementing our key management strategies.

The key components of our project management plan are as follows:

* *Project Objectives*
* *Schedule Management*
* *Cost Management*
* *Resource Management*
* *Communication Plan*
* *Procurement Management*
* *Project Organization*

We have been awarded and fulfilled several multi-million dollar contracts in and around the county throughout the years. And we have never filed for bankruptcy or hardships. We have the resources and cash flow to handle this project.

We are financially stable, with various streams of income. Below are some key points.

***Current cash flow*:** .Our monthly income and monthly expenses leave us with a surplus. Surplus funds each month are then allocated to various projects the following months.
***Net worth*:** The business is valued over several million dollars.
Goals: As any business profitability and sustainability is what to strive for.
Asset allocation: Includes but not limited to, lines of credit, short term loans and cash surplus.

ANDREW KISSOON

308 S. 30 St. | Fort Pierce Fl. 34947 | 772-201-7655 | Andrewkissoon@aol.com

OBJECTIVE

Promote and implement effective property management practices.

SKILLS PROFILE

- *20 years of residential construction and property management*
- *Commercial Landscape maintenance Holder license #LC216453 Florida Dept. Of Agriculture*
- *Licensed Commercial fertilizer Applicator*
- *FDOT certified traffic maintenance operator*
- *Arborist*
- *Certified in the removal of Brazilian pepper, Tropical Soda apple*
- *Over ten years of experience in the landscaping industry*
- *Heavy Equipment operator*
- *Certified Handyman License St. Lucie County*

EDUCATION

High School of Graphic Communication Arts — *Graduated 1991*
New York City Technical College
Associates Degree in Graphic Communications — *Graduated 1995*
Bachelors Degree in Arts — *Graduated 1998*

EMPOLYMENT HISTORY

Owner, Mow4 Less Lawn Care LLC. — 2008— present
Fort Pierce, Fl

- *Manage daily operations*
- *Scheduling and estimating of projects*
- *Bid procurement*
- *Maintenance and repair of equipment*
- *Employee training and staffing*

Manager, First Choice Enterprises — 1994 — 2006
New York, NY

- *Manage daily operations*
- *Employee scheduling*
- *Sales and service*
- *Equipment repair*

City of Fort Pierce

LOCAL BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
MOW 4 LESS LAWNCARE LLC 308 S 30TH ST FT PIERCE FL 34950	MOW 4 LESS LAWN CARE LLC

Parcel ID/Business Location*: 2408-806-0008-000/8, 308 S 30TH ST

***This local business tax receipt is valid at this location only.**

Date Issued	Expiration Date	Control Number
November 30, 2023	September 30, 2024	0043527

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
24-00025572	LAWN SERVICE AND CARE	LAWN CARE - HOME OCCUPATION. MUST COMPLY SEC 22-63

Tax Amount	$93.36
New/Renewal Fee	$5.00
Penalty	$14.00
Total	$112.36

Linda W Cox

Linda W. Cox, City Clerk (SEAL)

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

THE SUNRISE CITY FORT PIERCE *Florida*

Scope of Work

We have read over the bid documents in it entirety and have the skills, resources, funding and man power to execute this contract. Our company has been doing this type of work for over a decade.

Technical Approach

Duration- 1 day, (based on an average size lot)
Number of employees- minimum of 6
Skilled positions- Mowers- 2
Supervisor/Staff support/ Driver-1
Trimmers/weedeaters-2
Edgers /Blowers- 1
Trash/ Debris- 1 (more if needed)

All trash on turf areas will be picked up before mowing. Mowing, weed eating and edging will be done simultaneously. After these tasks are completed the crew with clean up all serviced areas. Concluding with blowing and any residual trash removal. This is all based on ideal weather conditions.

Technical Capabilities

As a company we are technically capable managing this project. One of our main attributes is our low turnover rate. This ensuring tenured and competent staffing are employed permanently. Additionally this maintains our core workforce. In house and update training of company techniques, policy and procedures are continuously available for staff. The majority of our equipment is new, ensuring zero down time. Each staff member is proficient in specific and broad technical skills ensuring a high quality of service. A supervisor will be onsite delegating work and positions daily.

Demonstrated Experience

We have been servicing municipalities for many years. Our scheduling and management techniques allow us to stay on schedule and under budget. Quality control is our first priority. All of our staff monitor and maintain job awareness ensuring an excellent final product. Here's a brief list of satisfied customers.

St. Lucie County Road and Bridge
St. Lucie County School District
St. Lucie County Bailing and Recycling
Fort Pierce Utilities Authorities
City Of Fort Pierce /Code Enforcement

Staffing Standards

Training- All staff has a minimum of one year experience in grounds maintenance. We also educate when new techniques and procedures are available. We implement an employee training and development program that helps our employees become better at their jobs and overcome performance gaps that are based on lack of knowledge or skills. This can help us and our teams be more productive and obtain improved business outcomes, leading to a competitive advantage over other companies. In addition our employee training programs and development also helps with succession planning by helping to identify high-performing employees and then assisting those employees with the development of the knowledge and skills they need to advance into more senior roles.

Monitoring- All staff are monitored daily. On the job site a supervisor will observe and enforce safe working conditions, he will also ensuring a high quality of workmanship.

Screening- Staff is screened at the local level to meet company standards. We promote a drug free work place.

Retained- Our retention policy promotes career development, rewards and recognition (R&R), and flexible working arrangements have been put in place to offer a great employee experience. All of our staff is employed from the community. They are given equal opportunity to excel based on performance, attendance, punctuality and teamwork to name a few.

Performance Monitoring

What staff performance monitoring means to us. It is using specific methods to identify whether employees are completing their tasks effectively and to a high standard. It is essential to monitor employee performance to ensure that they are aligned with our goals and objectives.
An onsite supervisor will monitor daily activity. He will report to staff any discrepancies and oversights to get them rapidly resolved. Quality control is our number one goal.

Evaluation format as follows.

1- Reviewing work, either total output or samples.
2 -Observing employee work activities.
3 -Reading reports, charts, time sheets, work records, or logs, etc.
4 -Self-reporting on progress by the employee.
5 -Surveying others, the public, or clients of the services.
6 -Noting and investigating complaints and commendations.

PROPOSAL PRICE SHEET

Cost of Work shall cover all work to be performed by the Contractor under this section including all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to comply with the specifications required to perform nuisance abatement services requested by the City.

JOB TITLE	DESCRIPTION	PROPOSED PRICE (HOURLY)
Lot Clearing	Lift trees / remove underbrush / cut grass / trim bushes – per man hour.	$ 35.00 per hr.
Junk / Debris Removal	Price per pound or per man hour.	$ 35.00 per hr.
Tree Timming / Removal Services	Cost per tree or per man hour.	$ 35.00 per hr.
Tire Disposal	Price per tire or per pound.	$ 60.00 per 100lbs
Securing Vacant Structures	Windows and doors secured either with painted wood supplied by the vendor or with clear board provided by the City – per man hour.	$ 65.00 per hr.
Mowing	Grass only / minor trash and debris – per man hour.	$ 35.00 per hr.

The hourly rate is fully burdened to include all costs. No additional reimbursement expenses shall be billed.

Company: Mow4Less LLC.

Address: 308 S. 30St.

City, State, Zip code: Fort Pierce Fl. 34947

Phone Number: 772-201-7655 Email: Mow4Less.AK@gmail.com

Authorized Signature: [signature]

Printed Name: Andrew Kissoon

Title: owner Date: 9.23.24

EQUIPMENT 2024	COST	DEPRECIATED VALUE	PURCHASED CONDITION	Hours Of Use	Comments
John Deere WG36A (2019)	3600		NEW	75	
John Deere BC1324 (2020)	2160		NEW	10	
John Deere Z925A 54 (2022)	6500		USED	1400	
John Deere Z930M (2023)	13099.10		2023		
Dixie Chopper 44 (2015)	5600		NEW	204	
John Deere Z930M 60 (2023)	9800		New	68	
Toro Z master 61	7500		used	1200	
John Deere Z920(2023)	9200		new	605	
John Deere Z920(2020)	9200		new	766	
John Deere Z920(2023)	9200		new	550	
John Deere Z920(2018)	9200		new	805	
John Deere WH48A(2018)	4800		new	100	
John Deere 636 (2017)	8600		new	2	
Enclosed Trailer 7x20	6200		new		
John Deere 5075	28920		New		
7x16 Utility Trailer	2000		new		
Enclosed Trailer 7x18	4500		new		
18 x 6.10 Utility Trailer	2200		new		
7.5 x 12 Utility Trailer	1800		new		
Stihl Hedge Trimmer HL 90	439.95		NEW		
Stihl Hedge Trimmer HL 90	439.95		NEW		
Stihl Pole Saw HT 130	529.95		NEW		
Stihl Edger FC 90	349.95		NEW		
Stihl Edger FC 90	349.95		NEW		
Stihl Edger FC 90	349.95		NEW		
Stihl Edger FC 90	349.95		NEW		
Stihl Chain saw 192 TC	319.95		NEW		
Stihl Blower BG 55	149.95		NEW		
Stihl Trimmer FS 130	399.95		NEW		
Stihl Blower BG 86	249.95		NEW		
Stihl Blower BG 56	209.95		NEW		
Echo Trimmer GT 225	159.99		NEW		
Echo Trimmer GT 230	249.99		NEW		
Echo Edger 225	230.99		new		
Echo Hedge Trimmer HC-235	489.99		NEW		
Echo Hedge Trimmer HC-235	489.99		NEW		
Echo Hedge Trimmer SHC-225	359.99		new		
Echo Hedge Trimmer HC-152	289.99		NEW		
Echo Hedge Trimmer HC-165	469.99		new		
Echo CS310	212.98		new		
Echo CS330T	269.99		new		
Echo CS450	389.99		new		

Echo CS370	279.99		NEW		
Echo CS341	225		USED		
Echo SRM 225 Trimmer	219.99		NEW		
Echo SRM 225 Trimmer	160		USED		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
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Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 266 Trimmer	309.99		NEW		
Echo SRM 266 Trimmer	250		USED		
Echo SRM 230 (2013)	289.99		NEW		
Echo Pas 266	299.99		NEW		
Echo Pas Pole saw	199.99		NEW		
Echo Blower PB 250	199.99		NEW		
Echo Pole Saw PPF210	250		USED		
Echo Edger PE- 266	349.99		NEW		
Echo Blower PB265	269.99		NEW		
Echo Blower PB 500	329.99		NEW		
Echo Blower PB 500	329.99		NEW		
Echo Blower PB755	369.99		new		
Echo Blower PB755	369.99		new		
Ford F250			2003		
Ford F150			2008		
GMC 3500			2004		
Ram 3500			2023		
Ford E350			2010		


05/10/2024
09:57


JOHN DEERE
05/10/2024
09:57


05/10/2024
09:49


05/10/2024
10:00


INDIAN RIVER TRAILERS
1-800-521-4155
05/10/2024
09:58


20
05/10/2024


05/10/2024
10:17


JOHN DEERE
05/10/2024
10:17


05/10/2024
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09:56


05/10/2024
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05/10/2024
09:58


05/10/2024
16:10


05/10/2024
16:10

Additional Services

We are a full service landscape management/ property preservation company. We specialize in neglected properties. Below is a list of some additional services we provide, but not limited too.

Bush Hogging/ extreme mowing
Landscaping
Tree trimming, pruning, removal
Planting
Hurricane Cleanup
Pest control
Fertilization
Weed control
Beautification
Sod Installation
Garbage trash removal
Property securement
Painting

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467- 3102	RFP No: 2024-048
Pre-Proposal Conference Date: N/A	RFP Title: NUISANCE ABATEMENT SERVICES (REBID)
Mandatory Pre-Proposal Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, MONDAY, SEPTEMBER 30, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Mow 4 Less LLC. Mailing Address: 308 S. 30 St.	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Andrew Kissoon Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce Fl. 34947	Typed or Printed Name: Andrew Kissoon
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: owner
Incorporated in the State of: Fl. Year: 2013	Delivery in _____ days, ARO
Phone Number: 772-201-7655	Payment Terms: Net 30 Days
Fax Number: 772-595-6505	FEIN or SS Number: 46-2009882
E-Mail Address: Mow4Less.AK@gmail.com	Local Business: X Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Mow 4 Less LLC. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

9-23-24

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF St. Lucie

Andrew Kissoon, being first duly sworn, deposes and says:

That he is owner
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Mow 4 Less LLC.
(Firm Name)

By: [signature]

Title: owner

Subscribed and sworn to before me this 23
day of, September 2024.

[signature]
Notary Public

My Commission expires: (Seal)

08/05/2028

CARLOS MARTINEZ
Notary Public - State of Florida
Commission # HH 578499
My Comm. Expires Aug 5, 2028

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by Andrew Kissoon, owner
(Print individual's name and title)

for Mow 4 Less LLC.

whose business address is 308 S. 30 St. Fort Pierce Fl. 34947

(If applicable) its Federal Employer Identification Number (FEIN) is 46-2009882

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facia case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July I, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July I, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July I,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Andrew Cole
(Signature)

9-23-24
(Date)

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority Andrew Kissoon
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 23 of September, 2024.

(NOTARY PUBLIC)

My Commission Expires: 08/05/2028

CARLOS MARTINEZ
Notary Public - State of Florida
Commission # HH 578499
My Comm. Expires Aug 5, 2028

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Mow 4 Less LLC.

Respondent's Authorized Representative Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip: 34986

Phone Number: 772-201-7655 Respondent FEIN: 46-2009882

Email Address: Mow4Less.AK@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Mow 4 Less LLC.

Authorized Representative's Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip Code: 34947

Phone Number: 772-201-7655 Email Address: Mow4Less.AK@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

By:	Andrew Kissoon, owner	9.23.24
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of

☑ physical presence or ☐ online notarization

this 23 day of September, 2024 by Andrew Kissoon, who is

☐ personally known or
☑ produced identification (ID produced: FL Driver License).

Notary Public Signature: _____ (Seal)

Print Name: Carlos Martinez

My Commission Expires: 08/05/2028

CARLOS MARTINEZ
Notary Public - State of Florida
Commission # HH 578499
My Comm. Expires Aug 5, 2028

E-VERIFY
AFFIRMATION STATEMENT

Description: Nuisance Abatement Services (Rebid)

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Mow 4 Less LLC.

Authorized Company Person's Signature: Andrew Kissoon

Authorized Company Person's Title: owner

Date: 9-23-24

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 23 day of September, 2024 by Andrew Kissoon, who is ☐ personally known or ☑ produced identification (ID produced: FL Driver License).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: 08/05/2028

CARLOS MARTINEZ
Notary Public - State of Florida
Commission # HH 578499
My Comm. Expires Aug 5, 2028

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

REFERENCES

RFP NO. 2024-048
NUISANCE ABATEMENT SERVICES

Contact Person & Title	Dereck Moore
Email Address	MooreDe@StLucieco.org
Phone No.	772-267-0907
Company Name	St. Lucie County
Mailing Address	3071 Oleander Ave.
City, State, Zip	Fort Pierce Fl. 34982
Type of commercial work contracted	Mowing
Contact Person & Title	Joel Spades
Email Address	Jspades@FPUA.com
Phone No.	772-579-0416
Company Name	FPUA
Mailing Address	500 Boston Ave
City, State, Zip	Fort Pierce Fl. 34950
Type of commercial work contracted	Grounds Maintenance

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?	✓	
Include proof of proper insurance as stated in bid documents.	✓	
Are all of the Required forms complete and included?	✓	
Is each Addendum (when issued) signed and included?	✓	
Have you checked your proposal for proper organization, tabs are correct?	✓	
Are you in compliance with the page limitations?	✓	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.	✓	
Did you submit your proposal electronically?		✓
Have you made sure your corporate address matches your Sunbiz information ?	✓	
Are you registered on Demandstar to received addendums	✓	
Have all areas of the RFP forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?	✓	

PLEASE SIGN AND RETURN WITH BID _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Anthony Agrillo	
Agrillo Insurance Agency	PHONE (A/C, No, Ext): 772-287-1560	FAX (A/C, No):
49 SW Monterey Rd.	E-MAIL ADDRESS: tony@agrilloins.com	
Stuart, Fl. 34994	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Burlington Insurance Company	23620
MOW 4 LESS LAWN CARE LLC	INSURER B: Progressive Express Ins.	10193
	INSURER C: Florida Citrus,Business & Industries Fund (FCBI)	31259
308 S. 30TH STREET	INSURER D:	
Fort Pierce,Fl.34957	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 26-19-8-1 **REVISION NUMBER:** updated Auto,WC, GL

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			164B567585	09/26/2023	09/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			02484203-10	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10664799-2023	10/04/2023	10/04/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn maintenance,Tree trimming from the ground-up and spraying.

1. As respect to Insured's General Liability (GL) Insurance # 164B567585 policy terms and conditions;it includes the Blanket Additional Insured; to the benefit of said Certificate Holder per written agreement. See attached Burlington Insurance endorsement terms & conditions (form # CG 20 33 12 19) .

CERTIFICATE HOLDER

City of Fort Pierce

P.O. Box 1480

Fort Pierce, FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

11/27/2023

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Mow 4 Less LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

308 S. 30 St.

6 City, state, and ZIP code

Fort Pierce Fl. 34947

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	2	0	0	9	8	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Andrew Miller **Date ▶** 5-1-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agrillo Insurance Agency 49 SW Monterey Rd. Stuart, Fl. 34994	**CONTACT NAME:** Anthony Agrillo **PHONE (A/C, No, Ext):** 772-287-1560 **FAX (A/C, No):** **E-MAIL ADDRESS:** tony@agrilloins.com
INSURED MOW 4 LESS LAWN CARE LLC 308 S. 30TH STREET Fort Pierce,Fl.34957	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Western World Insurance Co. — 13196 **INSURER B:** Progressive Express Ins. — 10193 **INSURER C:** Florida Citrus,Business & Industries Fund (FCBI) — 31259 **INSURER D:** Evanston Insurance Company — 35378 **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 39-26-19-08-01 **REVISION NUMBER:** update Liab, Auto WC

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NNP6205130	04/07/2025	04/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 5000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			02484203-11	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			10664799-2024	10/04/2024	10/04/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CPLMOL130663	04/07/2025	04/07/2026	CombinedSingle Lim Deductible	1,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn maintenance;no tree trimming :Project Info:. Bid No. 2025-020 - FPRA Properties Lawn Mowing and Maintenance
1.As respect to the Insured's General Liability (GL) Insurance policy# NNP6205130 terms, definitions & exclusions; it includes the Additional Insured (form #'s CG 2010 04 13 & CG 20 33 04 13),Trans of Rights Form # CG 24 04 05 09; Primary& Noncontributory form# CG 20 01 04 13, WW Projects form# CG 2503 0509 and 30 days Notice of Cancellation form # WW468. See the attached Western World Insurance endorsement terms & conditions forms - ((form # WW 180),(form # CG 20 33 12 19),(form # CG 24 04 05 09) , (form # CG 20 01 04 13), (form# CG 2503 0509) and (form # WW 468)) .
See the attached Mow 4 Less Cert # 39 dated 04/16/25 form # 3101 (2012/02) page 2-Insured's Worker's Comp & Auto Insurance endorsements

CERTIFICATE HOLDER

City of Fort Pierce and
its members,officials,officers and employees.
P.O Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE 4/16/2025

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ADDITIONAL REMARKS SCHEDULE

Intermediary	Insured
Agency -Agrillo Insurance Agency	MOW 4 LESS LAWN CARE LLC
Policy Number	308 S. 30TH STREET , Fort Pierce,Fl.34957
see Additional Remarks- below	
Insurer	**Effective Date:** 04-16-2025
See dated 04/16/2025 Cert acord 25 page 1- Insurance carriers	

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form,

Form Number: 25 **Form Title:** Mow 4 Less_39-26-19-08-01Cert 041625 City of Fort Pierce

Project Info:. Bid No. 2025-020 - FPRA Properties Lawn Mowing and Maintenance

2.As respect to the Insured's Workers' Comp.(WC) policy #10664799-2024 terms, definitions & exclusions; it includes a Blanket Waiver of Subrogation endorsement; an executed written agreement prior to loss . See attached FCBI-(WC) terms & conditions-Form #WC 00 03 13 (ED.4-84).

3. As respect to the Insured's Auto Insurance policy # 02484203-11 terms, definitions and exclusions; it includes the Blanket Additional Insured and Waiver of Subrogation endorsements; an executed written agreement prior to loss. See attached Progressive Insurance endorsement terms & conditions (Additional Insureds (Form 2366 (02/11)) & Waiver of subrogation (Form 2367 (06/10)).

We will endeavor to provide 30 days notice of cancellation to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Ft Pierce Its members, official, officers and employees	PO Box 1480, Ft Pierce, FL 34994

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): Lawn Care
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or inderectly to benefit anyone not named in the Schedule.

Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 1/15/2025 Policy No. 10664799-2024 Endorsement No.

Policy Effective Dates: 10/04/2024 - 10/04/2025 Premium $

Insured: MOW 4 LESS LAWN CARE LLC

Carrier Name / Code: Florida Citrus, Business & Industries Fund

WC 00 03 13
(Ed. 4-84) Countersigned by _____

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Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

City Commission Regular Meeting - 5:05 PM **11. D.**

Meeting Date: 01/05/2026

Re: Approval to Award RFP 2026-007 for annual contract for Floodplain and Inspection Services Software

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to Award RFP 2026-007 for Floodplain Services and Inspection Services Software for a three (3) year plan to Forerunner, Inc. of Sanfranciso, CA in the amount of $153,108.00, with two one-year renewals in the amount of $51,036.00 per year.

SUMMARY:

In order to provide excellent service, the Building Department offered RFP 2026-007, which was sent to 1022 vendors. Thirteen (13) vendors requested specifications with two (2) responding (15.38%) 0 "NO Bids" (15.38%) total responses. The selection meeting date was December 5, 2025. One submittal was received and evaluated. The selection committee evaluated each bid and considered the following: experience and ability of the firm; Facilities, equipment, capabilities; Quality of product compared to others in the marketplace; Past performance of the primary firm; Willingness to meet time and budget; Price; and Location. Forefunner, Inc. of San Francisco, CA achieved a total of 295 out of 300 points.

RECOMMENDATION:

Staff recommends approval to award RFP 2026-007 to Forerunner for a three (3) year term.

ALTERNATIVES:

Do not approve at t his time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building

COORDINATED WITH:

Shaun Coss, CFM, Assistant Director of Building

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025-2026

Account: 534900

Amount: $153,108.00

OTHER INFORMATION:

4202902-534900 Building Department Contracted Services Funds

Attachments

Cumulative Evaluation
Forerunner Submittal
RFP 2026-007
Recommendation to Award
Bid Tabulation Memo
Cost Sheet

RFP NO. 2026-007
FLOODPLAIN AND INSPECTION SERVICES SOFTWARE
CUMULATIVE EVALUATION MATRIX

Firms	Paul Thomas	Kristie Kirstein	Tioka Wolfhagen	Totals
Forerunner Industries, Inc *(San Francisco, CA)*	100	95	100	**295**
				0
				0

CRITERIA	POINTS
Proposer meets or exceeds the needs described in the Scope of Services	**40**
Vendor's approach and capability of onboarding, training and ongoing services	**20**
References	**20**
Cost	**20**
TOTAL	**100**



Forerunner Industries Response to City of Fort Pierce RFP #2026-007

Tab 1: Letter of Transmittal

In response to The City of Fort Pierce's Software Request for Proposal (**RFP #2026-007**):

Forerunner Industries, Inc.
548 Market Street
#93531
San Francisco, California, 94104

Contact information
- Name: Ryan McClennen
- Title: Customer Success Manager
- Email: ryan@withforerunner.com
- Phone: 786-755-5116

To Whom It May Concern:

Our team appreciates the opportunity to submit a proposal in response to **RFP #2026-007**. Forerunner is a cloud based software designed to streamline the complicated work of floodplain management, building safety compliance, milestone inspections, mailing record tracking, and repetitive loss data stewardship. The software's municipal dashboard simplifies workflows and saves time for resource-constrained communities by combining flood risk data from disparate data sources, providing a second set of eyes for floodplain permit review, and making CRS reporting more efficient. Forerunner's resident application provides a turnkey flood information website for customers, enabling them to communicate granular, per-property flood risk information to residents and municipal stakeholders. All of Forerunner's software is easy to use, with most users able to fully utilize its features with just one training session. Users do not need specialized GIS knowledge.

Forerunner provides a unique suite of software that allows municipalities to efficiently manage their floodplain management programs, monitor aspects of compliance with the National Flood Insurance Program (NFIP), and streamline activities related to the Community Rating System (CRS) program. Forerunner has developed software for extracting data from Elevation Certificates and for parcel-level floodplain management analysis and the detection of compliance and/or clerical errors. Further, Forerunner can help track other important regulatory documents, automatically calculate substantial improvement/substantial damage over any given time period, and integrate with existing Fort Pierce applications via its public API.

We're confident that Forerunner can meet the growing needs of Fort Pierce's innovative floodplain management and milestone inspection teams.

Susanna Pho, Co-Founder and COO
November 26, 2025

Tab B: Organization Profile and Qualifications

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, 772-467- 3102	RFP NO: 2026-007
Pre-Qualification Conference Time & Date: N/A	RFP Title: FLOODPLAIN AND INSPECTION SERVICES SOFTWARE
Pre-Qualification Conference Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 10:00 AM, WEDNESDAY, NOVEMBER 26, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Forerunner Mailing Address: 548 Market st. # 93531 San Francisco, CA 94104	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Sho Authorized Signature (Manual)
City, State, Zip Code: San Francisco, CA 94104	Typed or Printed Name: Susanna Pho
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: COO
Incorporated in the State of: DE Year: 2019	Delivery in immediately days, ARO
Phone Number: 732-612-0861	Payment Terms: Net 30 Days
Fax Number: 732-612-0861	FEIN or SS Number: 83-3689645
E-Mail Address: hello@withforerunner.com	Local Business: __Y ✓N MWBE: __Y ✓N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

1 – Description of Proposer

Forerunner is a mission-driven software company dedicated to providing intelligent, AI-driven software tools for smarter and safer communities. Founded in 2019, Forerunner is headquartered in San Francisco, California and has grown steadily into a nationally-trusted software partner for state and local governments.

Forerunner is a cloud-based software platform designed to help government agencies manage floodplain and building regulations with greater efficiency, transparency, and control. Forerunner centralizes floodplain, property, and document data into a secure, geospatially-enabled system, providing parcel-level mapping, audit-ready activity tracking, and configurable records and workflows. The platform supports file management, mobile fieldwork, and a multilingual public portal for community engagement. With built-in tools for generating documents, integrating GIS data, and streamlining communication, Forerunner equips agencies with the infrastructure needed to manage complex floodplain ordinances at scale—both in the office and in the field.

Forerunner's software platform currently supports over 70 government agencies in the state of Florida,including the Florida Division of Emergency Management, the City of Tampa, FL, St. Lucie County, FL, and more. Over 180 communities use Forerunner nationwide to achieve greater efficiency to floodplain management-related activities in their respective communities, enhance their standing and participation in the NFIP and CRS federal programs, and provide per-property flood risk maps and data to residents and other members of the public.

As of 2025, Forerunner has been in business for over six years and has established a strong reputation for building secure, scalable, and user-friendly software for government entities of all sizes. Forerunner is a privately-held company with 50 current full-time employees, all based in the U.S. Of those employees, approximately 10 are dedicated to supporting clients with help requests. Forerunner has 2 former NFIP state coordinators and 18 Certified Floodplain Managers (CFMs) on staff.

Rule for Proposal Acknowledgement

Forerunner is the entity interested in this proposal. Forerunner is a privately held company and we have not colluded with any other organizations or non-Forerunner persons in our response.

2 – Involved Forerunner Staff

Ryan McClennen will act as Fort Pierce's dedicated Customer Success Manager and will support Fort Pierce's onboarding and implementation. He will serve as Fort Pierce's primary point of contact throughout their usage of the Forerunner platform. In addition to engaging with the team as they begin using the software, he will work on an ongoing basis to ensure the Fort Pierce team is kept apprised of all new product features, touch base on additional team needs, and support the team's use of the software. Before his role at Forerunner, Ryan served as a Customer Success Manager at BondLink, supporting Municipalities' implementation and adoption of cloud-based software. He can be reached at: ryan@withforerunner.com or (786) 755 5117. Ryan is based in Boston, MA.

Michelle Leong is the Team Lead of the Customer Success team of Forerunner. She will serve as a secondary point of contact throughout their use of the Forerunner platform. Michelle will support Ryan in ensuring the Fort Pierce team is kept apprised of all new product features, touch base about additional team needs, and support the team's use of the software. Michelle brings a decade of experience in Customer Success and Operations, leading large-scale software implementations and driving product adoption for high-impact organizations. She can be reached at: michelle@withforerunner.com or (512) 865-5098. Michelle is based in Las Vegas, NV.

Elizabeth (Liz) Russell is the Vice President of Customer Success of Forerunner, and will support Fort Pierce's Customer Success Manager and Team Lead for all continuing onboarding and training purposes. She can be reached at: liz@withforerunner.com or (908) 503-2501. Liz is responsible for managing Forerunner's highest-priority accounts and is a subject-matter expert in floodplain and emergency management. She brings over a decade of experience in project management for government contractors, including managing over $2.65 billion in FEMA funding over her career. She has managed onboarding and implementation for Forerunner partner communities since 2022. Liz is based in Syracuse, NY.

Susanna Pho is the COO of Forerunner. She will act as support to Ryan and Liz throughout the life of this contract. In addition to providing background support and resources to the team, Susanna will be available for executive-level conversations when needed. She can be reached at susanna@withforerunner.com or 714-232-2112. Susanna is based in Berkeley, CA.

Conn Cole is the Hazard Mitigation Lead of Forerunner. He serves as one of Forerunner's resident subject matter experts in the areas of floodplain and emergency management, the National Flood Insurance Program, and the Community Rating System. Conn has decades of experience working in local government and floodplain management; before joining Forerunner, he served as the State NFIP Coordinator at the Florida Division of Emergency Management. Conn can be reached at conn@withforerunner.com or 229-595-9066. Conn is based in Barwick, GA.

Yi Chan is a Strategic Partnership Manager at Forerunner. She serves as one of Forerunner's resident subject matter experts in the areas of floodplain and emergency management, the National Flood Insurance Program, and the Community Rating System. Prior to her role at Forerunner, Yi served as a Senior Planner at AtkinsRealis, contributing to related floodplain management projects for state and federal agencies, and as the State NFIP Coordinator for the State of Texas. She can be reached at: yi@withforerunner.com or (737) 237-8088. Yi is based in Austin, TX.

Please find the involved Forerunner staff's resumes attached below:

Contact

Ryan@withforerunner.com

www.linkedin.com/in/ryan-mcclennen-cfm-710bb2195 (LinkedIn)

Certifications

Certified Floodplain Manager

Ryan McClennen, CFM

Customer Success @ Forerunner
Greater Boston

Experience

Forerunner
Customer Success Manager
August 2024 - Present (1 year 4 months)

Forerunner is an AI-powered geospatial platform that enhances efficiency, automates workflows, and centralizes your agency's most critical tasks.

BondLink
2 years 3 months

Customer Success Manager
April 2023 - August 2024 (1 year 5 months)

Public Sector, Education, Utilities, and Financial Services

Sales Development Representative
June 2022 - April 2023 (11 months)
Boston, Massachusetts, United States

Public Sector and K-12

Fulkerson Kennedy & Company
Intern
January 2022 - April 2022 (4 months)

Fulkerson Kennedy & Company (FK&Co) is a fundraising consulting firm in Washington, DC specializing in raising funds from individuals, political action committees (PACs) and corporations.

Health Leads
Intern - Office of the Chief of Staff
June 2021 - September 2021 (4 months)

Health Leads is an innovation hub that seeks to unearth and address the deep societal roots of racial inequity that impact our health; working both nationally and locally, across the U.S., to build partnerships and redesign systems so every person, in every community, can live with health, well-being and dignity.

374Water
Government Affairs and Business Development Intern

February 2021 - May 2021 (4 months)

374Water, Inc. is a social impact, cleantech company, offering an innovative technology that enables a circular economy and creation of a world without waste.

Education

Colby College

Government and Economics

Contact

michelle@withforerunner.com

www.linkedin.com/in/leong-michelle (LinkedIn)

Top Skills

Customer Success
Google Analytics
CRM

Michelle Leong

Customer Success at Forerunner
Los Angeles, California, United States

Experience

Forerunner
2 years 6 months

Team Lead, Customer Success
January 2025 - Present (11 months)

Senior Customer Success Manager
June 2023 - January 2025 (1 year 8 months)

Latch
4 years

Team Lead, Enterprise Success
October 2021 - October 2022 (1 year 1 month)
New York City Metropolitan Area

Senior Customer Success Manager
April 2021 - October 2021 (7 months)

Customer Success Manager
November 2018 - April 2021 (2 years 6 months)
New York, New York

Cater2.me
2 years 6 months

Operations Manager, Project Management
January 2018 - August 2018 (8 months)
Greater New York City Area

• Collaborate with management teams across 11 markets to create and implement new processes to streamline operational functions – coordinating planning timelines, aligning on execution strategies for each market
• Analyze CRM reports and evaluate data to diagnose areas for improvement and recommend turnkey solutions to drive efficiency across all markets

Operations Associate/Account Manager
March 2016 - December 2017 (1 year 10 months)
Greater New York City Area

• Manage Cater2Me’s top 3 largest clients in New York, generating 15% of local monthly revenue in the company’s second largest market
• Maintain 40+ client and 150+ vendor relationships through daily communication with respective parties, curation of unique meal programs, and oversight of daily logistical details regarding deliveries
• Negotiate with vendors to create custom menus and develop innovative solutions to optimize service for our clients with ranging expectations and budgets

UM Worldwide

2 years 8 months

Media Planner

October 2014 - August 2015 (11 months)

Wells Fargo account

•Efficiently evaluate and spend integrated budgets across 20 digital advertising campaigns totaling
$25MM
•Research, develop, present, and implement digital media plans based on client goals and strategies
•Develop and distribute RFPs based on client briefings, research, and historical performance
•Execute, manage, and optimize campaigns using 3rd party Ad Serving systems to ensure client goals are met
•Analyze partner performance throughout campaign and provide insights in post campaign analytics reports
•Train and manage the day to day responsibilities of the team’s Assistant Media Planner

Assistant Media Planner

November 2013 - November 2014 (1 year 1 month)

Wells Fargo and Cathay Pacific accounts

•Assisted in cross-platform integrated media planning process for digital, print, and search: throughout strategy, RFP, evaluation, negotiation and insertion order execution

•Collaborated with Media Planner in building and presenting media plans to the client, while effectively choosing publisher partners to align campaign strategies with team and client's KPI's and objectives
•Managed back end account maintenance including coordinating ad operations and creative teams, updating spend and budget sheets, working with publishers from campaign live to reconciliation, and handling media spend invoices with the finance teams

International Client Business Associate
January 2013 - February 2014 (1 year 2 months)

Microsoft International account

•Executed day to day global media account operations for the Microsoft International account including updating and organizing UM internal databases and research tools and coordinating bi-weekly status meetings with local markets
•Responsible for overseeing global budgets of $500+ million across all campaigns and markets (12 campaigns in 30 markets) and managing the team's internal Ad Map
•Compiled monthly spend and performance data from markets to effectively meet client strategy objectives
•Planned, managed, and executed 3-day annual Global Summit for top Global Microsoft business leads

CORE Foods
Sales Development and Marketing Intern
January 2012 - May 2012 (5 months)

San Francisco, CA

• Evaluated firm's previous regional sales performance to develop new marketing campaigns that reached into critical untapped target markets
• Promoted newly launched product via in-store demonstrations which resulted in a 200% sales increase for multiple key accounts
• Independently managed company operations during founder's two week absence
• Developed new key relationships in target market communities for ongoing partnerships
• Regularly interacted with senior management of CORE Foods and perspective clients

Big City Chefs, Inc.

Internet Marketing Intern
August 2011 - December 2011 (5 months)
Emeryville, CA

• Implemented Search Engine Optimization (SEO) techniques, such as increasing company's relevance to specific keywords, that raised company's website ranking
• Reformatted company's region specific webpages using Adobe Dreamweaver, which improved visibility in Google, Yahoo, and Bing! search results
• Communicated with customers via telephone to expand client base and promote the company's newly launched services
• Scheduled services with new clients and kept them abreast of the relevant details up until arranged date
• Quickly integrated into a dynamic team and worked closely alongside senior staff

Huntington Library
Development Intern
May 2011 - August 2011 (4 months)
San Marino, CA

• Analyzed company's website and suggested changes in website design to make webpage more accessible and user friendly
• Assisted in planning events specific to the Chinese Garden

Charles Chocolates
Marketing Intern
June 2010 - August 2010 (3 months)

• Created a company press kit for promotional use, which included company history, management's biographies, product lists, and fact sheets, to present to prospective distributors of product
• Strengthened company's social media marketing campaign by contacting and convincing owners of high traffic internet blogs to write about the company and product line
• Analyzed competitors' online marketing strategies to improve company's social media influence

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Education

University of California, Berkeley
Bachelor of Arts (B.A.), Environmental Economics and Policy · (2008 - 2012)

Mayfield Senior School

High School Diploma · (2004 - 2008)

Contact

liz@withforerunner.com

www.linkedin.com/in/elizabethhrussell (LinkedIn)

Top Skills

Management

Policy

Government

Languages

English

Certifications

Certified Scrum Product Owner (CSPO)

Continuous Product Design | Continuous Product Design (CPD) Foundations

Honors-Awards

2012 Student Chapter Advisor of the Year

Elmira College Honor Scholar

Cowles Honor Scholar

Elmira College Trustee Scholarship for Outstanding Academic Achievement

Elmira College Key Award for Outstanding Academic Achievement

Publications

A Brief Overview of Job Seeking in the World of Emergency Management for Educators and their Students

Liz Russell, CSPO

Customer Success & Support | Product Management | System/ Process Development in Small, High-Growth Start-ups

Cazenovia, New York, United States

Experience

Forerunner

2 years 9 months

Director of Customer Success
May 2022 - Present (2 years 5 months)

Senior Customer Success Manager
January 2022 - May 2022 (5 months)

H2O Partners, Inc.

Innovation Team Manager
2017 - 2022 (5 years)

I managed a cross-functional team of 5-6 training developers, graphic designers, and video developers, referred to as the Innovation Team.
The Innovation Team was responsible for developing training materials, performance support materials, websites, graphics and marketing materials for internal and external clients. This team had the distinction of:

‣ Leading H2O Partners through a total rebrand
‣ Developing over 200 training modules for external clients in the first year and a half of what was estimated to be a 5-year, ~300 module contract
‣ Running the company's first-ever SaaS platform, to include providing account administration and customer support
‣ Transforming the way the company approaches graphic design, marketing, presentations, and training development to be quick, more agile and iterative while greatly improving quality

A brain child of myself and my boss, this team was specifically created to bring the latest and greatest in technology and web design to the company, while still enabling the team to manage it's own clients. With this unique set up, we've prevented the team from being a total cost center, while still allowing the company the innovation and design advantages of having in-house designers.

As the team's creator and leader, I played an important role in business development for the teams' products. I am adept at building relationships with possible partners and clients, and have ample experience in demonstrating the team -- or software's -- capabilities by tying them to individual use cases and specific outcomes. I have many years' experience writing for Federal proposals and government grants.

H2O Partners, Inc. is a government contractor that provides subject matter expertise to federal, state, and local entities on training, hazard mitigation, disaster recovery, and flood insurance. We pride ourselves on being a smart and scrappy team that thrives on solving big, confounding challenges.

Perdix Knowledge Management
Director of Product
2017 - 2022 (5 years)

I am responsible for leading Perdix from a single custom software for a client, to a multi-tenant enterprise system, used by several customers.

Serving as the primary product owner, I am excellent at understanding business requirements and customer use cases and translating those into system requirements for the development team.

Perdix was born out of a simple idea to solve a complex problem. When visiting a call center as a contracted training team, we noticed a few striking issues with the call center’s performance support:
‣ Call center agents were referencing paper documents – covered in highlighter and sticky notes – which made finding information cumbersome and replacing outdated content with new content a full-scale project;
‣ When agents had questions, they weren’t able to get answers without interrupting other colleagues or supervisors at their work;
‣ Once trained, agents had no way to access what they learned while in the flow of work.

We wanted to find a way to take all of the information that everyone had on their sticky notes, in their own notepads, or in their heads, and collate it in a single place so that team members could now easily find and share the info they needed to do their jobs, whether that info is as formal as codified work documents, or as informal as another team members’ quick notes. The goal of Perdix was to supplement training and provide on-the-job performance support to all agents so that they could help themselves.

Eventful Conferences

Conference and Content Producer - SAP Best Practices for Oil & Gas and Best Practices for Chemicals

2016 - 2017 (1 year)

Syracuse, NY

As a conference producer, my primary role was to create engaging conferences for SAP user groups – specifically in the Oil & Gas and Chemicals industries. To ensure that conference content truly met user needs, I engaged with key influencers in these target markets – including company CIOs, business unit leads, and tech team leaders through in-person focus groups, phone interviews, and other immersive practices.

This work was instrumental in developing my understanding and intuition around the user experience, business use cases, and software ROI. It also came during an exciting time, when SAP was releasing S/4HANA and many companies in the Oil & Gas and Chemicals industry were still working on conversions from older systems, while also debating the value and security of cloud-based deployments vs. on-premise deployments.

ASUG Events, formally Eventful Conferences, produces events around key topics of interest for specific industries, specific business leadership, and on specific technologies.

H2O Partners, Inc.

5 years

Project Supervisor

2013 - 2016 (3 years)

Multiple Locations

Successfully co-manages the development and administration of federal grant applications; Develops policies and procedures for both internal and external processes and provides direct supervision to project teams to include the coordination of teams with project resources; Reports directly to clients and other project stakeholders in a variety of formats, following project communication plans; Performs issue resolution for concerns identified by team members or clients on a project-by-project and issue-by-issue basis; Aids in the creation of project management solutions, such as the development of SharePoint sites for use in project workflow; Provides subject matter-expertise on FEMA and HUD-related grant funding; Manages aspects of invoicing and budget management, to include time entry, invoice and expense approval; Acts as trainer and mentor to team members; Provides quality control for

grants or applications being administered by the project teams; Maintained social media accounts including Facebook, Twitter, and LinkedIn.

Private Contractor
2011 - 2013 (2 years)

Specializing in public assistance and mitigation planning primarily, work includes interfacing with FEMA on behalf of cities, towns, and villages affected by federally-declared natural disasters. Because work is conducted on a contract-by-contract basis, location and work description vary significantly, but generally focus on appropriate emergency management in the post-disaster setting.

American Public University System
3 years

Instructor
2010 - 2013 (3 years)
Charles Town, WV

Taught emergency management principals at the undergraduate level, entirely online and asynchronous. Courses include Emergency Planning, Hazard Mitigation and Preparedness, Risk Communication, Incident Command, and, a new course on Social Media Applications to Emergency Management.

Work also included acting as the lead instructor for Emergency Planning and Social Media Applications in Emergency Management courses.

Faculty Advisor, Student Chapter of the International Association of Emergency Managers
2010 - 2012 (2 years)
Charles Town, WV

Led the student organization by interfacing with the university administration, providing advice and feedback on ideas, and suggesting various courses of action, so that students could grow professionally in emergency management and best meet the requirements of the chapter. Service included telecommunicating with students and peers, understanding emergency management professionally and academically, and attending conferences or graduation events as needed.

171 Cedar Arts Center
Emergency Management Intern
2009 - 2010 (1 year)
Corning, NY

Created an emergency plan including plans for disaster mitigation, emergency response, and business continuity. Work included emergency management research, planning and project management, site observation, and situational awareness. Further responsibilities to include plan presentation and exercise design and implementation.

Elmira College
3 years

Research Assistant
January 2009 - February 2009 (2 months)
Elmira, NY

Gathered data for 102 countries, utilizing databases, the Internet, and library reference tools. Turned raw scores into comprehensive data sets to be used in further research. Work required knowledge of social science concepts and research methods.

Administrative Assistant
2006 - 2009 (3 years)
Elmira, NY

Provided administrative support to seven faculty members, including the Executive Director of Teacher Education. Created multiple educational materials, including rubrics and handbooks, to be used in instruction. Maintained accurate records through filing systems as well as databases. Work required computer capabilities, familiarity with database use, and administrative skills, such as answering phones and planning events.

WorldTeach
Program Assistant
May 2008 - August 2008 (4 months)
Cambridge, MA

Performed various administrative duties such as answering phones and emails, copying, and filing. Interviewed prospective volunteers and participated in their selection for teaching positions abroad. Aided roughly 60 volunteers in the pre-departure process by acting as a source of information, obtaining visas for volunteers, and preparing mailings of necessary forms and information for each volunteer. Work required basic knowledge on certain countries, administrative capabilities including various computer skills, and familiarity with current events.

Education

Elmira College

Master's Degree, Management, with a Concentration in Emergency Management and Disaster Preparedness · (2009 - 2010)

Elmira College

Bachelor's Degree, International Studies, History · (2006 - 2009)

Contact

susanna@withforerunner.com
www.linkedin.com/in/susannapho (LinkedIn)

Top Skills

Adobe Creative Suite
Rhino 3D
Microsoft Office

Certifications

Certified Floodplain Manager

Susanna Pho

Co-Founder at Forerunner
San Francisco Bay Area

Experience

Forerunner
Co-Founder
2019 - Present (5 years)
Greater New York City Area

Forerunner builds software that helps governments leverage property-level flood risk information to streamline floodplain management, compliance, and resident outreach.

Harvard University Graduate School of Design
1 year

Researcher
2018 - 2019 (1 year)
Cambridge, Massachusetts

Contributed to the publication of Climate Adaptation Finance and Investment in California by Jesse M. Keenan

Graduate Teaching Assistant
2018 - 2018 (less than a year)
Cambridge, Massachusetts

SES 5326/SUP 661: Housing and Urbanization in the United States

Joint Center for Housing Studies & NeighborWorks America
Edward M. Gramlich Fellow in Community and Economic Development
2018 - 2019 (1 year)

The Harvard Joint Center for Housing Studies advances understanding of housing issues and informs policy. Through its research, education, and public outreach programs, the Center helps leaders in government, business, and the civic sectors make decisions that effectively address the needs of cities and communities.

Santos Prescott + Associates
Architectural Designer
2015 - 2017 (2 years)
San Francisco Bay Area

MIT Media Lab
Researcher & Teaching Assistant
2013 - 2014 (1 year)

Habitat for Humanity East Bay
2 years

Crew Leader
2010 - 2011 (1 year)
Oakland, California

Homeowner Relations
2009 - 2010 (1 year)
Oakland, California

Education

Harvard University Graduate School of Design
Master in Design Studies, Risk + Resilience · (2017 - 2019)

Massachusetts Institute of Technology
Master of Architecture (M.Arch.), Architecture · (2011 - 2015)

University of California, Berkeley
BA, Architecture, Environmental Design in Developing Countries · (2005 - 2009)

Contact

1075 W. Sanchez St.
Barwick, GA 31720
(229) 595-9066 (Work)
conn@withforerunner.com

www.linkedin.com/in/conn-h-cole-cfm-9791b951 (LinkedIn)
www.withforerunner.com/ (Company)

Top Skills

Public Speaking
Government
Microsoft Office

Languages

English

Certifications

Giving Your Elevator Pitch
How to Use LinkedIn Learning

Conn H. Cole, CFM

Hazard Mitigation Lead - Forerunner
Barwick, Georgia, United States

Experience

Forerunner

Hazard Mitigation Lead
March 2024 - Present (1 year 9 months)
Barwick, Georgia, United States

Florida Division of Emergency Management

5 years 8 months

State NFIP Coordinator/State Floodplain Manager
March 2021 - March 2024 (3 years 1 month)
Tallahassee, Florida, United States

Interim State NFIP Coordinator/State Floodplain Manager
September 2020 - March 2021 (7 months)
Tallahassee, Florida, United States

Floodplain Management Specialist
August 2018 - September 2020 (2 years 2 months)
Tallahassee, Florida Area

Camden County Board of Commissioners, Georgia

11 years 5 months

Magistrate Judge
January 2013 - December 2016 (4 years)
Woodbine, Georgia, United States

Erosion & Sedimentation Control Investigator, Code Enforcement Officer
December 2007 - December 2012 (5 years 1 month)
Camden County, GA

Deputy Director of Emergency Management
December 2007 - December 2012 (5 years 1 month)
Camden County, GA

Right of Way Coordinator
August 2005 - December 2007 (2 years 5 months)

Camden County, GA

Education

Columbia Southern University

Master of Business Administration (MBA), Public Administration · (2013 - 2014)

Columbia Southern University

Bachelor's Degree, Criminal Justice Administration · (2012 - 2013)

Contact

yi@withforerunner.com

www.linkedin.com/in/yi-ling-chan (LinkedIn)

Top Skills

Teaching
Research
Higher Education

Languages

English

Certifications

Certified Floodplain Manager
GIS Graduate Certificate

Honors-Awards

Lou Seig Award
University of Louisville Outstanding Senior Award
Lois Pedigo Scholarship
William Marshall Bullitt Mathematics Scholarship
Board of Overseers Mentoring Program's Outstanding Mentee

Publications

Community vulnerabilities and wellbeing after disaster

Yi Chan, CFM

Strategic Partnership Manager
Austin, Texas, United States

Experience

Forerunner
Strategic Partnership Manager
July 2024 - Present (3 months)
Austin, Texas, United States

AtkinsRéalis
1 year 11 months

Senior Planner
March 2024 - July 2024 (5 months)
Austin, Texas, United States

Water Resources Planner
September 2022 - March 2024 (1 year 7 months)
Austin, Texas, United States

Texas Water Development Board
4 years 1 month

NFIP State Coordinator/Manager
March 2020 - August 2022 (2 years 6 months)
Austin, Texas, United States

Flood Outreach Specialist
August 2018 - March 2020 (1 year 8 months)
Austin, Texas Area

LSU Coastal Sustainability Studio
Graduate Research Assistant
July 2017 - August 2018 (1 year 2 months)
Baton Rouge, Louisiana Area

Conducted research on community health and well-being in relationship with coastal flooding.

Louisiana State University
1 year 10 months

Graduate Teaching Assistant

August 2016 - July 2017 (1 year)

Facilitated two, 150-student geography courses each semester. Created and graded assessments, held weekly office hours, and contributed to the course content, structure, and organization.

GIS Analyst
October 2015 - August 2016 (11 months)

Georeferenced, digitized, and conducted QA/QC on 1920s coastal Louisiana vegetation from historic maps for storm surge modeling.

University of Louisville
Teaching Assistant
August 2012 - April 2015 (2 years 9 months)
Louisville, Kentucky

Teaching assistant for the Department of Mathematics and Department of Geography. Courses included College Algebra, Business Calculus, and Advanced Quantitative Methods.

Bernheim Arboretum and Research Forest
Intern
2013 - 2015 (2 years)

Education

Louisiana State University
Master of Science (M.S.), Geography · (2016 - 2018)

University of Louisville
Bachelor of Science (BS), Pure Mathematics · (2010 - 2015)

University of Louisville
Bachelor of Science (B.S.), Geography · (2010 - 2015)

3 – Clients with Similar Projects

Over 70 communities in the State of Florida use Forerunner software for floodplain management. Additionally, 6 communities in the State of Florida use Forerunner software for milestone inspection tracking. Communities located nearby the City of Fort Pierce in Southeast Florida that have partnered with Forerunner on similar projects to those listed in RFP #2026-007 include:

The City of West Palm Beach, FL (CRS Class 5): The City of West Palm Beach has been a Forerunner partner for over 2 years. They have partnered with Forerunner to support their Floodplain Management and Community Rating System programs.

Palm Beach County, FL (CRS Class 5): Palm Beach County has been a Forerunner partner for over 1 year. The County's Planning, Zoning, and Building department partnered with Forerunner to support their Floodplain Management, Emergency Management, and Milestone Inspection programs.

St. Lucie County, FL (CRS Class 5): St. Lucie County has been a Forerunner partner for the past 6 months. The County's Building and Emergency Management departments have partnered with Forerunner to help streamline their Floodplain Management, Emergency Management, Community Rating System compliance, and Repetitive Loss Data stewardship programs.

Outside of these above-listed communities, Forerunner has supported similar workflows in other similarly-size Florida communities including but not limited to:

- *City of Hallandale Beach, FL (CRS Class 6)*
- *Bradenton, FL (CRS Class 7)*
- *Pensacola, FL (CRS Class 7)*
- *Fernandina Beach, FL (CRS Class 5)*
- *Indian River County, FL (CRS Class 5)*
- *City of Hollywood, FL (CRS Class 6)*
- *City of Pompano Beach, FL (CRS Class 6)*
- *City of Fort Lauderdale, FL (CRS Class 5)*
- *City of Hialeah, FL (CRS Class 7)*
- *Monroe County, FL (CRS Class 3)*
- *City of Key West, FL (CRS Class 5)*

Forerunner also partners with the Florida Department of Emergency Management to support Statewide Floodplain management initiatives and routine work.

Tab C: General Information

1 – Forerunner's Experience and Approach to Floodplain Management

Floodplain Management Experience

Forerunner provides innovative floodplain management and resilience software designed to help communities efficiently administer floodplain regulations, improve risk communication, and enhance long-term resilience. The platform is utilized by floodplain managers, planners, and emergency management professionals nationwide to streamline NFIP compliance, increase transparency, and enable data-driven decision-making.

As mentioned in Tab B, Forerunner has been providing Floodplain Management software to communities for the past 6 years. Forerunner partnership with 180 communities across the County, and 70 communities in the State of Florida alone has provided the firm with invaluable insights and experience with a variety of floodplain and Milestone Inspection ordinances. Over the past 6 years, Forerunner's software has reviewed hundreds of thousands of elevation certificates, helped communities navigate dozens of FEMA map changes, and supported communities with tens of thousands of post disaster inspections.

Forerunner's staff includes 18 Certified Floodplain Managers and 2 former State National Flood Insurance Program coordinators who are equipped to support the dynamic needs of community floodplain administrators.

Approach to Floodplain Management

Forerunner's software is purpose-built for the operational needs of floodplain administrators. The platform consolidates FEMA mapping data, Elevation Certificates, Letters of Map Change (LOMCs), Repetitive Loss properties, and local ordinance information into a centralized, user-friendly system. This integrated approach improves accuracy, efficiency, and record retention while ensuring consistent compliance with the National Flood Insurance Program (NFIP).

The Forerunner team has extensive experience partnering with communities across diverse flood risk environments, from coastal regions to inland riverine systems. Collaboration with local governments, regional planning agencies, and hazard mitigation professionals ensures that the platform continues to align with evolving regulatory standards and community needs.

Approach to Flood Risk Communication

Forerunner makes it easy for communities to provide property-specific flood risk data and mitigation resources to their constituents through an easy-to-use online portal.The platform transforms complex flood data — including flood zones, base flood elevations, and historical claims — into individual property profiles that residents can easily find and understand. This allows property owners to access accurate, localized flood risk data and relevant documentation (including Elevation Certificates), supporting informed decision-making regarding mitigation and insurance, reducing the administrative burden of communicating these details, and strengthening trust among the public.

Milestone Inspection Experience

Forerunner works with several communities in the State of Florida to support Milestone Inspections compliance tracking and maintenance. Forerunner's Milestone Inspections workflow is completely configurable and helps to manage the review process – from public submissions of inspection forms; automated trigger functionality to streamline internal comments and reviews; communication between internal users and milestone inspection submitters; and transparent maps and tables for residents to review structures that have completed the milestone inspection process.

Approach to Data Integration and Interoperability

Forerunner's architecture emphasizes interoperability and efficient data management. The platform integrates with FEMA's National Flood Hazard Layer (NFHL) and City parcel data to create a unified and comprehensive view of floodplain conditions. Additionally, the program connects with the City's parcel data REST service to pull property and address information on a monthly cadence, and ArcGIS exports are available for configuration for use in the City's ArcGIS Online account, if applicable. Through our included API endpoints, the city can connect their permit management systems to Forerunner and push Substantial Improvement/Substantial Damage and Elevation Certificate files into the platform.

Approach to Public-Facing Tools and Community Resilience

Forerunner's public portal enhances community resilience by improving access to critical flood information. Residents can easily view property-level flood data, download documentation, and understand their risk within the context of broader community resilience efforts. This functionality supports FEMA Community Rating System (CRS) outreach objectives.

By unifying data management, regulatory processes, and public engagement, Forerunner enables communities to transition from reactive flood response toward proactive risk reduction and long-term resilience.

Specifications of All Hardware and Software Requirements

The Forerunner software platform is cloud based and does not require specific hardware to operate. The Forerunner internal dashboard and public website are accessible from web browsers while the native mobile application is accessible on Android and Apple mobile devices.

2 – Specific Workplan

The City of Fort Pierce has been a Forerunner partner since June 30, 2023 and is successfully onboarded to the software platform. This implementation included:

- The Bulk Upload of The City's Historic Elevation Certificates
- Import of Custom Geospatial Map Layers
- Connecting to the City's Parcel Data Set
- Configuration of Milestone Inspections Records
- Configuration of Mailing Record
- Customization and Launch of Forerunner Public Website
- Multiple Staff Trainings

The platform is in current use by the City's floodplain management and milestone inspection teams. There is no additional onboarding required to access the features outlined in Tab E.

Because system implementation is not required, Forerunner anticipates an immediate date of delivery of when payment is received.

Although fully onboarded, the City of Fort Pierce can expect to collaborate with the Customer Success Manager (CSM) listed in Tab C to help the City navigate new goals and ensure you continue to get value from the program. During the partnership, your Customer Success Manager will work with you on areas such as:

- *Additional account configuration and training*
- *Troubleshooting issues*
- *Schedule meetings to showcase utilization, answer questions, spotlight new features, etc.*
- *Providing resources and materials*
- *Gather feedback to enhance the product continually*

Any newly-surfaced configuration needs outside of the floodplain management and milestone inspection use cases identified in the RFP response will be reviewed by your CSM to determine feasibility, potential additional cost, and expected timeline of delivery.



Tab D: Certificates and Business Requirements

Docusign Envelope ID: 137D913C-8F7D-4D77-B0D8-515080DFFC08

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Forerunner Industries, Inc.

2 Business name/disregarded entity name, if different from above.

Forerunner

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

548 Market Street #93531

6 City, state, and ZIP code

San Francisco, CA 94104

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	3	–	3	6	8	9	6	4	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** DocuSigned by: Susanna Pho D5E12AAF50D0420... **Date** 3/19/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Forerunner Florida State Business License

Forerunner is actively licensed to conduct business in the State of Florida. The link to the proposers compensation can be found on the Sunbiz website, at this specific link under the name Forerunner Industries, INC:
https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=FORERUNNERINDUSTRIES%20F220000042580&aggregateId=forp-f220000042580-9139b071-5885-4f36-9b9d-85435ece998b&searchTerm=forerunner&listNameOrder=FORERUNNER%20H860000



Tab E: Scope of Services and Technical Approach

Forerunner Technical Approach, Methodology, and Deliverables

Forerunner is a cloud-based software purpose-built to empower the day-to-day of floodplain management. It will aid the City of Fort Pierce in its efforts to accept accurate Elevation Certificates, track substantial improvements and damages to structures located within a Special Flood Hazard Area, provide a white-labeled public flood website for residents, track milestone inspection status, securely manage repetitive loss data, and track.

Please find a list of Forerunner's software features and associated deliverables attached below:

Elevation Certificate Automation

Forerunner extracts data from Elevation Certificates uploaded by users and geocodes them. This data is then used to run hundreds of validation checks on incoming permits and flag potential clerical, compliance, and measurement issues. For communities in the CRS, this double check can mean the difference between a substantial flood insurance discount for residents and being retrograded in the program.

- Automated data extraction for all Elevation Certificate types (1983 - 2022)
- Automated Elevation Certificate geocoding to a point and parcel
- Automated datum conversion of elevation data by geocoded point
- Automated Lowest Floor Elevation selection from EC for NFIP standards
- Automated Lowest Floor Elevation selection from EC for Highest Regulatory Standards
- Automated Error Detection for Elevation Certificates (Residential and Commercial Structures)
- Ability for users to ignore errors detected on Elevation Certificates
- Ability for users to write notes when they ignore issues on Elevation Certificates
- Ability for users to view Elevation Certificates in a Filtered and Exportable Table View
- Ability to filter, access and export files and extracted Elevation Certificate errors
- Per-property building elevation data

Floodplain Warnings

Understanding regulatory requirements for individual properties and reviewing permit applications can be tedious. Forerunner distills requirements down to the property level, enabling users to work faster and smarter. Users can set warnings on individual properties to flag them for nonconformance or noncompliance. Floodplain warnings are linked to Forerunner's EC Error Detection and SI/SD features, so that properties are flagged automatically when EC errors occur or when a property is marked as substantially damaged.

- Automated property warnings for NFIP & Highest Regulatory Standards compliance issues
- Automated property warnings for Effective & Preliminary map changes
- Automated property warnings for SI/SD
- Automated property warnings for Damage Assessments
- Map-based view of all warnings

Per-Property Floodplain Data

Forerunner provides users with property-level profiles that aggregate available data needed to take action. Users can track changes between flood maps and customize settings to reflect community-specific regulations.

- Automated parcel-level Flood Zone, Base Flood Elevation, Freeboard, Floodway, Coastal A & Pre/Post-FIRM determinations using existing FIRM datasets.
- Automated parcel-level Flood Zone and Base Flood Elevation determinations, where available, from custom maps & models.
- Customized Freeboard settings per account.
- Automated Design Flood Elevation calculations.
- Capability for the user to change Flood Zone, Base Flood Elevation, Design Flood Elevations, Floodway, and Coastal A determinations.
- Ability to view FIRM data both side-by-side for an individual property and as a map overlay
- Ability for users to share a public profile link to residents that includes property floodplain information
- Ability to track shared public profile links in the internal dashboard
- Per property document upload, storage and comment tracking

Substantial Improvement/Substantial Damage (SI/SD) & Damage Assessments

Forerunner's Substantial Improvement and Substantial Damage tracking feature helps users stay compliant with their regulations. The software flags properties that exceed SI/SD thresholds, so users know when to reach out to property owners. The Preliminary Damage Assessment (PDA) feature allows users to track damage post-disaster for individual properties and view their assessments on a map, enabling faster mobilization after disaster events.

- Tracking for Substantial Improvement and Damage Costs.
- Automated SI/SD Threshold calculations.
- Customizable Tax Assessment Adjustment Ratio per account.
- Customizable SI/SD Threshold percentages per account.
- Customizable SI/SD cumulative tracking period per account.
- Visualization of SI/SD costs against the threshold.
- Creation of Preliminary Damage Assessment
- Add photos to Preliminary Damage Assessment
- Geospatial tracking of Preliminary Damage Assessment Degree of Damage
- Ability to exclude and include SI/SD costs and Preliminary Damage Assessments
- Ability to collect damage assessment data via the Forerunner Mobile App
- Ability to create a Substantial Damage Estimate (SDE) mirroring FEMA's SDE tool methodology.
- SI/SD summary incorporating Substantial Damage Estimates into the calculation.

Resident Flood Website

Forerunner's white-labeled Flood Information Center website provides users with a powerful platform to deliver crucial flood risk information to residents and key stakeholders.

- Resident-facing Flood Information Center hosted by Forerunner that provides property-level flood risk data.
- Automated syncing of Elevation Certificates to Resident-facing Flood Information Center.
- Search for Elevation Certificates on the Resident-facing Flood Information Center by address or parcel ID.
- Contact form for flood information requests on the Resident-facing Flood Information Center.
- Automated tracking of flood information requests through the Resident-facing Flood Website.
- Tracking of resident floodplain management interaction logs for CRS purposes with export.
- Tracking of resident floodplain management interaction logs at the address level.

Per Property Communication Log

Forerunner has a dedicated community logging functionality for government officials to easily track community interactions on a per-property basis, satisfying the requirements of the CRS program and providing the community with a transparent view of conversations between government officials and the public. Forerunner also allows automatic export of these logs for CRS reporting.

Milestone Inspections

Forerunner's Milestone Inspections Module streamlines condominium inspection workflows by supporting Phase 1 and Phase 2 submissions and displaying imported condominium data from the City. Custom warnings, configurable tables, and document storage ensure efficient tracking and compliance.

- Support for Milestone Inspection workflows, including Phase 1 and Phase 2 submissions
- Import of condominium data supplied by the City for informational display
- Property-level custom warnings for milestone inspection tracking
- Configurable tables and fields for inspection data management
- Document storage for Phase 1 and Phase 2 reports and associated files

Mailings Record

Forerunner's Mailings Record Module provides property-level tracking for up to 10,000 letters per year, supporting multiple notice types and integrating mailing metadata from the City's Building Department. Customizable table views and reporting simplify communication, tracking, and compliance.

- Ability to track up to 10,000 mailings per year
- Property level insights into mailing campaigns
- Ability to support and customize mailing record for a variety of letter types
- Customizable table views and reporting for mailing data
- Ability to import of mailing metadata provided by the City

Repetitive Loss Data

Forerunner's sensitive data access features allow communities to gain insight into their Repetitive Loss Properties. Forerunner can import Fort Pierce's repetitive-loss property dataset, as provided by the City, geocode the data, and grant access only to users with permission to view the sensitive data.

- Geospatial tracking of repetitive loss properties
- Role-based data access permissions
- Yearly import of the updated repetitive loss properties dataset
- Data scrambling and authorization controls to ensure data protection
- Repetitive Loss data access is logged and tracked by Forerunner to ensure data security
- Personally Identifiable Information (PII) protection with document-level access controls and confidential material restrictions in keeping with Privacy Act of 1974 requirements

Task Management

Forerunner's task management system allows users to create, assign, and track Staff's tasks, ensuring nothing falls through the cracks while maintaining clear accountability and deadlines for all stakeholders.

- Dynamic task assignment to appropriate staff members based on roles and workload
- Configurable deadline management
- Integrated notifications and reminders across email and in-app
- Comprehensive task reporting for performance monitoring and optimization

Workflow Automation

Forerunner's workflow system allows the City staff to partner with Forerunner to create and modify complex, multi-stage floodplain and milestone inspection-related review processes without IT assistance, providing the flexibility to adapt program requirements, approval sequences, and stakeholder interactions as programs evolve.

- Configurable multi-stage workflows with role-based permissions controlling stage and field-level access
- Dynamic public program display and merchandising options based on workflow configurations and eligibility
- Automated task routing with configurable decision points and escalation protocols

Onboarding, Training, and Support

Forerunner ensures a seamless transition for new community partners through guided onboarding, data migration, and ongoing support. Each implementation is led by a dedicated account manager who provides hands-on assistance, ensuring users are trained, confident, and fully supported beyond initial setup. The typical Forerunner implementation process is documented below; however, because the City of Fort Pierce, FL is already a Forerunner customer, note that the system is already implemented and that configuration support and updates are now occurring on an on-going and as-needed basis:

- **Initial Assessment and Planning:** During our initial kick-off call, we learn more about the team and the goals for using Forerunner. We ensure that we fully understand how the City plans to get value out of the system so that we can help focus on the areas that will matter most. We ask some pertinent questions about floodplain management regulations, walk through the settings on the dashboard to make sure they reflect those regulations, set some goals for our work together, and establish next steps.
- **Initial Migration & Setup:** Forerunner's implementation team then assists with the import and organization of existing City materials including inspection records, and mailing data. The team also handles the creation of City user accounts and ensures system configurations align with local workflows.
- **Upload of Elevation Certificates:** Following the initial migration and set up, the City will provide historic Elevation Certificates to Forerunner for a file backfill. New Elevation Certificate will be uploaded by City staff when received from residents.
- **Training:** Comprehensive training sessions are provided for all designated City staff. These sessions include platform navigation, data management, and workflow best practices tailored to the City's needs. Additional training can be scheduled at any time as new features are released or staff members join.

As referenced in Tab C, Section 2, the City of Fort Pierce has been a Forerunner partner since June 30, 2023. The platform has been fully implemented and is in active use by the City's floodplain management and milestone inspection teams. The City's Forerunner Customer Success Manager will continue to support the City post-implementation in the following ways:

- **Ongoing Data Management:** As the City receives Elevation Certificates, City personnel can upload them directly into the system. Forerunner's automated data extraction and validation tools ensure that these uploads meet floodplain management and CRS requirements and integrate seamlessly into property-level records. Additional data sets can be backfilled by Forerunner team members, as needed.
- **Dedicated Account Management:** Each community partner is assigned a dedicated Customer Success Manager as a single point of contact for all support and coordination needs. The Customer Success Manager provides proactive outreach, handles troubleshooting, and coordinates additional training or configuration requests upon demand.
- **Maintenance:** Forerunner provides ongoing maintenance and system updates as part of the subscription, ensuring continuous performance, feature improvements, and regulatory compliance.

User Access & Role-Based Permissions

Forerunner provides ten (10) software user seats in this proposal. The City of Fort Pierce can assign users to varying levels of software access and permissions. Forerunner's segmented access includes the ability to filter which users can invite other users, control editing permissions, and control data deletion permissions.
Fort Pierce has the ability to add additional users, at a cost outlined in the Appendix 7, titled "Cost Estimate".

Data Ownership and Post-Termination Access

Forerunner acknowledges that all city data is the property of the City and will make such data available in machine-readable format within ninety (90) days following contract expiration or termination.

Licensing, Registration, and Legal Compliance (Florida)

Forerunner is organized outside of Florida, and is registered with the Florida Department of State and in active status on Sunbiz. Forerunner complies with all applicable federal, state, and local laws and regulations including those listed on RFP #2026 007 Section IV 5.2.

Forerunner implements industry standard information security controls for municipal data. Forerunner's internal dashboard is password protected with additional layers of security and access control for municipal repetitive loss data. The corporation is SOC II certified and undergoes penetration testing to ensure high levels of security. More information on Forerunner's security practices can be found on the company's website: https://www.withforerunner.com/security.



Tab F: References

Customer References

Hallandale Beach, FL

Christa Carrera
Floodplain Plan Review CRS Coordinator
239-450-0950

Bradenton, FL

Matthew Rush
Building Official
Planning & Community Development Department
101 Old Main Street, Bradenton, Fl 34205
941-932-9404

Pensacola, FL

Jonathan Bilby, MCP, CFM, ADAC
Building Inspections Director, ADA Coordinator
Building Inspections Division
222 W Main St. Pensacola, FL 32502
850-435-1748

Fernandina Beach, FL

Angie Lester, MBTO
CRS Administrator/Office Manager
204 Ash Street, Fernandina Beach, FL 32034
904-310-3146

Tab G: Additional Data

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Forerunner Industries, Inc.

Name and Title of Authorized Representative

Susanna Pho, COO

Pho

Signature

11/20/25

Date

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Forerunner Industries, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

11-20-25

Date

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by Susanna Pho, COO
(Print individual's name and title)

for Forerunner Industries, Inc.

whose business address is 548 Market Street #93531, San Francisco, CA 94104

(If applicable) its Federal Employer Identification Number (FEIN) is 83-3689645

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.
   c. A person who knowingly enters into a joint venture with a person who has be

d. convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Susanna Pho

(Signature)

11/20/2025

(Date)

STATE OF Virginia

COUNTY OF Hampton

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Susanna Pho

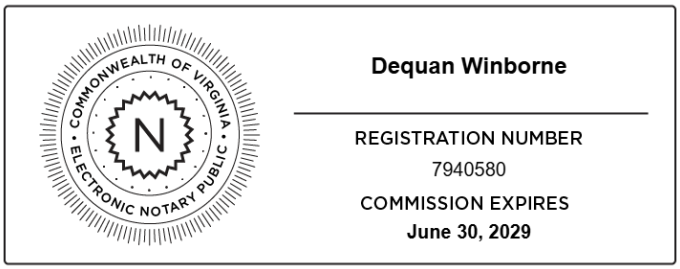
(Name of individual signing) Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 20th of November, 20 25.

Dequan Winborne

(NOTARY PUBLIC)

Dequan Winborne, Electronic Notary Public

My Commission Expires: 06/30/2029



Notarized remotely online using communication technology via Proof.

E-VERIFY
AFFIRMATION STATEMENT

Description: **FLOODPLAIN AND INSPECTION SERVICES SOFTWARE**

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Forerunner Industries, Inc.

Authorized Company Person's Signature: Susanna Pho

Authorized Company Person's Title: COO

Date: 11/20/2025

STATE OF ~~FLORIDA~~ Virginia (DW)
COUNTY OF Hampton

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization this 20th day of November, 20 25 by Susanna Pho, who is ☐ personally known or ☑ produced identification

(ID produced: driver's license).

Signature: Dequan Winborne Dequan Winborne, Electronic Notary Public (Seal) NOTARY PUBLIC 7940580

My Commission Expires: 06/30/2029

Notarized remotely online using communication technology via Proof.

Dequan Winborne
REGISTRATION NUMBER
7940580
COMMISSION EXPIRES
June 30, 2029

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Forerunner Industries, Inc.

Authorized Representative's Name and Title: Susanna Pho, COO

Address: 548 Market Street #93531

City: San Francisco State: CA Zip Code: 94104

Phone Number: 510-880-1584 Email Address: hello@withforerunner.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

By: Susanna Pho Susanna Pho, COO 11/20/2025

Authorized Signature | Printed Name and Title | Date

DW

STATE OF ~~FLORIDA~~ Virginia
COUNTY OF Hampton

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization by Susanna Pho

this 20th day of November, 20 25

by who is

DW

☐ personally known or
☑ produced identification (ID produced: driver's license).

Notary Public Signature: Dequan Winborne (Seal)

Print Name: Dequan Winborne, Electronic Notary Public My Commission Expires: 06/30/2029

COMMONWEALTH OF VIRGINIA • ELECTRONIC NOTARY PUBLIC • N

Dequan Winborne

REGISTRATION NUMBER
7940580
COMMISSION EXPIRES
June 30, 2029

Notarized remotely online using communication technology via Proof.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paul Hughes (Rippling) c/o Libertate Insurance Services 20 North Orange Avenue; Suite 500 Orlando, FL 32801	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** peo-wc@rippling.com
INSURED Rippling PEO 1, Inc. Labor Contractor, for co-employees of: Forerunner Industries, Inc. 430 California St 11th Floor San Francisco, CA 94104	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Zurich Insurance Company — 40142 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 25NY0201282968 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 83-31-211-00	12/01/2025	12/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	12/01/2025	12/01/2026	**Client#** 833689645-NY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Forerunner Industries, Inc.
1017 Bedford Ave Apt 2
Brooklyn, NY 11205

CERTIFICATE HOLDER

Forerunner Industries, Inc.
1017 Bedford Ave
Apt 2
Brooklyn, NY 11205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2025

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PRODUCER	CONTACT NAME:	Rippling Support Team	
SUNZ Insurance Solutions, LLC ID: (Rippling PEO 1 Inc) c/o Rippling PEO 1 Inc 430 California St, 11th Floor San Francisco, CA 94104	PHONE (A/C, No, Ext):	915-491-2687	FAX (A/C, No):
	E-MAIL ADDRESS:	peo-wc@rippling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rippling PEO 1 Inc
LCF Forerunner Industries Inc
430 California St, 11th Floor
San Francisco CA 94104

COVERAGES **CERTIFICATE NUMBER:** 88061995 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC572-07138-024-SZ	12/1/2024	12/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Forerunner Industries Inc Client Effective Date: 10/1/2024

CERTIFICATE HOLDER

For Information Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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FOREIND-01 POOJAKUMARIRAJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2025

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PRODUCER	CONTACT NAME: Sandra Guertin
NFP Property & Casualty Services, Inc. 711 Westchester Avenue Suite 404 White Plains, NY 10604	PHONE (A/C, No, Ext): (802) 417-3118 FAX (A/C, No): (802) 773-6372 E-MAIL ADDRESS: sandy.guertin@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd	11000
INSURER B : Arch Specialty Insurance Company	21199
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Forerunner Industries Inc
548 Market Street #93531
San Francisco, CA 94104

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			16SBMAC7646	6/24/2025	6/24/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			16SBMAC7646	6/24/2025	6/24/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			16SBMAC7646	6/24/2025	6/24/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	CYBC Liability			C-4LQ0-140062-CYBER-2025	3/15/2025	3/15/2026	Aggregate	5,000,000
B	E&O/Prof			C-4LQ0-140062-CYBER-2025	3/15/2025	3/15/2026	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime Liability | Policy No: 04KB071086725 | Policy Effective & Expiration dates: 11/25/2025 - 11/25/2026 | Limits: Employee theft: $1,000,000 | Deductible: $10,000

Directors & Officers Liability - Policy Number: 8263-3524; Effective Dates: 3/15/2025 - 3/15/2026; Aggregate: $3,000,000

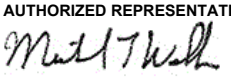
CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: FOREIND-01 POOJAKUMARIRAJ

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		Forerunner Industries Inc 548 Market Street #93531 San Francisco, CA 94104
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Data Breach
Breach response limit is $5M

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CITY OF FORT PIERCE
PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	Yes	
Include proof of proper licensing as stated in proposal documents.	Yes	
Include proof of proper insurance as stated in proposal documents.	Yes	
Did you include a list of all materials and equipment to be used in providing the service?		N/a
Is Drug-Free Workplace form signed and enclosed?	Yes	
Proposal envelope is marked accordingly		N/a
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		N/a
Disregard, if you are going to utilize the electronic submission option.	Yes	
Is each Addendum (when issued) signed and included?		N/a

PLEASE SIGN AND RETURN WITH PROPOSAL

_____

Proposed Compensation



Please find pricing attached as a separate document, titled “Cost Estimate”. Pricing includes:

- Total annual cost for software and ten (10) user licenses
- Optional pricing for additional users
- Cost for training staff and implementation costs
- Cost for ongoing technical support

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, 772-467- 3102	RFP NO: 2026-007
Pre-Qualification Conference Time & Date: N/A	RFP Title: FLOODPLAIN AND INSPECTION SERVICES SOFTWARE
Pre-Qualification Conference Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 10:00 AM, WEDNESDAY, NOVEMBER 26, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: ---------- Mailing Address: ---------- ---------- ----------	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS 1

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF BIDS	1
4	NO BIDS	1
5	BID OPENING	1
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	2
11	NO ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUMS	3
14	DISPUTES	3
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE (DFW)	4
18	MINORITY/WOMEN OWNED BUSINESS ENTERPISES (MWBE)	4
19	PUBLIC ENTITY CRIMES	4
20	AWARD	4
21	EEO STATEMENT	4
22	TIE BREAKERS	5
23	CONTRACTUAL AGREEMENT AND / OR PURCHASE ORDER	5
24	GOVERNMENTAL RESTRICTION	4
25	PATENTS AND ROYALTIES	6
26	ADVERTISING	6
27	ASSIGNMENT	6
28	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
29	FACILITIES	6
30	REPRESENTATION	6
31	DISQUALIFICATION OF BIDDER	6
32	ADJUSTMENTS / CHANGES / DEVIATIONS	6
33	INSURANCE	7
34	PUBLIC RECORDS	7
35	BID PREPARATION COSTS	7
36	COOPERATIVE PURCHASING	7
37	CANCELLATION / REJECTION OF BIDS	7
38	REGISTRATION WITH FLORIDA DEPARTMENT OF STATE	7
39	RESERVED RIGHTS	7
40	APPLICABLE LAWS	8
41	PROFESSIONAL STANDARDS	9
42	PROHIBITION AGAINST CONTINGENT FEES	9
43	REQUEST FOR ADDITIONAL INFORMATION	9
44	ACCURACY OF BIDS	9

SECTION II – REQUIRED LIMITS OF INSURANCE 10

SECTION III – INSTRUCTIONS TO PROPOSERS 15

1	PROPOSAL OPENING	11

2	SUBMISSION OF PROPOSALS	11
3	PROPOSAL TIMELINE	12
4	INQUIRIES / QUESTIONS	15
5	SUBMITTAL REQUIREMENTS	15
6	BID PRICING AND SCHEDULE	16
7	TERMS OF CONTRACT	16
8	LICENSING	16
9	ADMINISTRATIVE REVIEW (PASS / FAIL) AND EVALUATION CRITERIA	16
10	REJECTION CRITERIA	17
11	TIME EXTENSION AND CONTINUATION OF WORK	17
12	CERTIFICATE OF USE	17
13	BUSINESS TAX RECEIPT	18
14	PROOF OF INSURANCE	18
15	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	18
16	ADDENDUM	18
17	REFERENCE CHECK FORM	18
18	ADDITIONAL RESERVED RIGHTS	19
19	CONTRACTOR'S AUTHORIZED SIGNATURE	20

SECTION IV – STATEMENT OF WORK **21**

1	INTRODUCTION AND PURPOSE	21
2	SCOPE OF SERVICES	22
3	ONBOARDING, TRAINING, AND SUPPORT	22
4	DATE OWNERSHIP AND POST-TERMINATION ACCESS	23
5	LICENSING, REGISTRATION AND LEGA, L, COMPLIANCE (FLORIDA)	23
6	EVALUATION METHOD	23
7	EVALUATION CRITERIA	24
8	REJECTION CRITERIA	24

SECTION V – INSTRUCTIONS FOR PREPARING PROPOSALS 25

1	GENERAL INFORMATION	25
2	RULES FOR PROPOSAL	25
3	SUBMISSION REQUIREMENTS/FORMAT	25

SECTION V – REQUIRED FORMS **28**

SUMMARY OF REQUIRED FORMS	29
CERTIFICATION REGARDING DEBAREMENT, SUSPENSION INELIGIBILITY	30
DRUG-FREE WORKPLACE	31
PUBLIC CRIMES ENTITY	32
E-VERIFY	36
AFFIDAVIT FOR LARBOR SERVICES	37
W-9	38
CHECKLIST	39

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids/Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BIDS

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposer Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BIDS

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid. It is the Bidders' sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may

NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the web site: https://www.cityoffortpierce.com/957/Bid-Tabulations

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of

the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. NO ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 16. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Division. All bidders should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to bidders who receive bid packages.

13. ADDENDUMS

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all bidders who received a bid package from the City Purchasing Division. Bidders who obtain Bid Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendums from other sources.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposed. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORKPLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the city procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. TIE BREAKERS

Preference must be given to vendors submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows: Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Impose a sanction on or require satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

d. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

e. In the event of any tie between contractors that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who will be awarded the contract or receive the first opportunity to negotiate, as applicable.

23. CONTRACTUAL AGREEMENT AND/OR PURCHASE ORDER

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, FL.

24. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

25. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

26. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

27. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

29. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a Bonafide place of business and is a responsible Bidder.

30. REPRESENTATION

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, capable of producing or providing items bid, and so certified upon request.

31. DISQUALIFICATION OF BIDDER

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidder's Bids in which the prices obviously are unbalanced will be subject to rejection.

32. ADJUSTMENTS / CHANGES / DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall

require prior written approval and shall be binding ONLY if issued by the City's Purchasing Division. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

33. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the bidder is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

34. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

35. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

36. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

37. CANCELLATION / REJECTION OF BIDS

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City of Fort Pierce. The City reserves the rights pursuant to Section 2-439 (a)(7) of the City Code to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the submission date may or may

not be rejected by the City depending on the available competition and the current needs of the CITY. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

38. REGISTRATION WITH FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Bidder shall be registered with the Florida Department of State, Division of Corporations.

39. RESERVED RIGHTS

a. To be **responsive**, a bidder shall submit qualifications which conform in all material respects to the requirements set forth in the bid/proposal document. To be a **responsible** bidder, the bidder shall have the capability in all respects to fulfil fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The City reserves the right to conduct such an investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. This information may be obtained from the bidder or any credible source. All information requests will be done through the Purchasing Division. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

b. The City may disqualify a bidder from being awarded a City contract if the Purchasing Manager determines after an investigation that the bidder is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

c. Unless otherwise stated in this bid specification, any contracts resulting from this bid are non-exclusive. The City reserves the right, in its sole opinion, to purchase goods or services listed in this bid through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The City reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

d. If any contract awarded as a result of this bid is terminated, the City reserves the right to go to the next lowest responsive bidder with the balance of the contract, unless otherwise stated in the Bid specification.

40. APPLICABLE LAWS

Bidders must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with bid but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. This includes revisions as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to the following:

a. City of Fort Pierce Ordinances

b. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids received by the CITY.

c. It shall be the responsibility of the bidder to ensure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

d. Pursuant to this solicitation, the responses are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until the agency provides notice of a decision or intended decision in accordance with s. 119.071(2), or within 30 days after the bid opening, whichever occurs first.

41. PROFESSIONAL STANDARDS

a. The successful bidder shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

b. In the event the successful bidder shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

c. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

d. The successful bidder warrants that it has not employed or retained any company or person, other than a Bonafide employee working solely for the successful bidder, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a Bonafide employee working solely for the successful bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at its discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

e. Performance of Contract Holder It is understood and agreed that the CITY will not permit or authorize contractors to perform less than 51 percent of the contract.

42. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Bidder to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

43. REQUEST FOR ADDITIONAL INFORMATION

The bidder shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate. During the bid evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

44. ACCURACY OF BIDS

Any Bidder which submits in its bid to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor/Contractor shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) Vendor/Contractor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors to provide insurance coverage complying with the requirements set forth herein, and will provide the City with evidence of such coverage prior to the commencement of the sub-Contractor's work.

(2) **Workers' Compensation/Employer's Liability Insurance**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease - Policy Limit
	$1,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(3) **General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the State of Florida or those which under an ISO

filing, must be attached to the policy (i.e. mandatory endorsements).The City of Fort Pierce and their respective members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured -, Lessees, or Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(4) Automobile Liability Insurance

If the performance of the work will involve the use of automobiles, Vendor/Contractor shall be required to procure and maintain automobile liability insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

(5) Professional Liability Insurance

Such insurance shall be on a form acceptable to the City and shall cover Vendor/Contractor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim/Annual Aggregate	$1,000,000

The required Professional Liability coverage may be provided as a part of the Cyber Liability coverage required below.

If Vendor/Contractor subcontracts any of the work, Vendor/Contractor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

(6) Watercraft Liability

If, and to the extent any watercraft are utilized in the performance of the work, Vendor/Contractor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance

which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds.

The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000

(7) Cyber Liability & Data Storage

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The cyber liability insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000

Please note: The Cyber Liability coverage may be combined with the Professional Liability coverage required above.

(8) GENERAL CONDITIONS:

The insurance provided by Vendor shall apply on a primary basis to any insurance or self-insurance maintained by the City. Any insurance or self-insurance maintained by the City shall be excess of, and shall not contribute with, the insurance provided by Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

Neither approval by the City nor failure to disapprove insurance furnished by Vendor shall relieve Vendor from responsibility to provide insurance as required by this Agreement. Vendor shall deliver to the City the required certificate(s) of insurance and endorsement(s) before the City signs this agreement.

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

At its sole discretion, the City may obtain or renew Vendor's insurance, and the City may pay all or part of the premiums. Upon demand, Vendor shall repay City all monies paid to obtain or renew the insurance. The City may offset the cost of the premium against any monies due Vendor from the City.

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS FOR PROPOSERS

1. PROPOSAL OPENING

Proposals are due on or before **3:00PM, WEDNESDAY, NOVEMBER 26, 2025.**

2. SUBMISSION OF PROPOSALS

Proposal response may be submitted as hard copy or electronically. Any proposals received after the designated time and date listed above will be returned unopened. Please see below instructions for submitting your RFP response.

2.1 ELECTRONIC SUBMISSIONS

The options for electronic submissions are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided, see Appendices section of this document.

- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

2.2 HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to the address below.

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Proposal Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Proposals mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of official Bid/Proposal documents issued by the city are available electronically from the Purchasing Division by email request to **purchasing@cityoffortpierce.com** or

on the following websites: Demandstar (**www.demandstar.com**) and the web site of the City of Fort Pierce (**http://www.cityoffortpierce.com/187/Purchasing**).

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with **Section 2-437(d**) of the City of Fort Pierce Code of Ordinances, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A list of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. PROPOSAL TIMELINE

DESCRIPTION	DATE
Advertise RFP	November 15, 2025
Deadline for written questions	November 17, 2025
Proposal Submission Due Date	November 26, 2025
Estimated Committee Review and Selection	December 4, 2025
City Commission	January 2026
Estimated Notice of Award	February 2026

4. INQUIRIES/QUESTIONS

All inquiries must be in a written format and addressed to Director of Building with a copy to the Purchasing Agent:

TO
Paul Thomas
Director of Building
100 North U.S. Hwy. 1
Fort Pierce, FL 34954-1480
Fax: 772-467-3848
Email: pthomas@cityoffortpierce.com

COPY
Gelencia Carter
Purchasing Manager
100 North U.S. Hwy. 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: purchasing@cityoffortpierce.com

5. TERMS OF CONTRACT

The term of this agreement will be for an initial term of three (3) years with two (2) one-year renewal options at no increased price, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the agreement. The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days' written notice if the service that is provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service.

6. PROOF OF INSURANCE

8.1 CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with Bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

7. PRICE PROPOSAL

Proposers shall submit an itemized price proposal covering software subscription/licensing, implementation, training, support/maintenance, optional modules, and any other anticipated costs. No specific pricing from any prior or third-party agreement is included or implied by this RFP.

8. ADMINISTRATIVE REVIEW BASED ON (PASS/FAIL) CRITERIA

Bid will undergo an initial review, or a PASS/FAIL determination, where indicated;
To verify that mandatory requirements are met . Failure to meet mandatory requirements may result in the rejection of the Bid.

9. CEFRTIFICATE OF USE (PASS/FAIL)

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22 The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use, Certificate of Use are required for all businesses within city-limits occupying commercial locations, home based businesses and non-profit organizations. If your businesses and non-profit organizations. If your business is located in the City of Fort Pierce city limits , please provide a copy of your Certificate of Use with your submittal.

10. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE) (PASS / FAIL)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal. This is only a requirement for businesses located outside of the city-limits.

11. TIME EXTENSION AND CONTINUATION OF WORK

11.1. TIME EXTENSION

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

11.2. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful bidder, continue until completion at the same rates, terms and conditions. This must be approved in advance by the Purchasing Manager, or designee.

12. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS / FAIL)

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with your submittal.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written

addendum to all bidders who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. **REFERENCE CHECK FORM (PASS/FAIL)**

Please provide a detailed list of references showing your expertise and experience in providing the services requested. A minimum of three (3) Customer references are required for this Bid. References should include name of the customer, address, contact person and telephone number. The reference check form is located in **Required Forms, Section V**.

15. LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida and the City of Fort Pierce prior to signing a contract. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, the City of Fort Pierce, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

16. PROPOSAL PREPARATION COST

The cost to prepare the proposal in its entirety shall be the full responsibility of the proposer.

17. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

18. INDEMNIFICATION

The parties recognize that the Proposer is an independent Contractor. Proposer agrees to assume liability for and indemnify, hold harmless, and defend The City of Fort Pierce, its commissioners, mayor, officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the Proposer, its officers, employees, agents, and representatives. Proposer's liability hereunder shall include all attorney's fees and costs incurred by The City of Fort Pierce in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against The City of Ft. Pierce and the Proposer hereby waives its entitlement, if any, to immunity under Florida Statutes. The obligations

contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability The City of Fort Pierce may have under the doctrine of sovereign immunity or Florida Statutes.

19. REQUEST FOR ADDITIONAL INFORMATION

The proposer shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate. During the proposal evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

20. ACCURACY OF QUALIFICATION INFORMATION

Any Proposer which submits in its proposal to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

21. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

22. CONTRACTOR'S AUTHORIZED SIGNATURE.

The bid shall be signed by an official authorized to bind the contractor in a contractual agreement. The contractor shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the contractor. It is also necessary that the name of a contact individual be given to those who can respond to questions generated during the evaluation process.

23. NOTIFICATIONS

The City of Fort Pierce official website for notices, Bids, addendums, and other documents is located at https://www.cityoffortpierce.com . Bidders are also advised that www.demandstar.com is one of the City's sourcing methods of notices, addendums, bids, and other documented communications for the procurement process. The City is not under any obligation and does not guarantee that Bidders will received email notifications concerning the posting, amendment or close of solicitations. Bidders are responsible for checking www.demandstar.com or https://www.cityoffortpierce.com for information and updates concerning solicitations or contract the Purchasing Division.

24. CONE OF SILIENCE

The City observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential bidders and their agents must not communicate in any way with the City Commission, City Manager or the City Staff other than the Purchasing Manager in

reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the City Commission. Such communication may result in disqualification.

SECTION IV

STATEMENT OF WORK

1. INTRODUCTION AND PURPOSE

The City of Fort Pierce, Florida (the "City") is soliciting sealed proposals from qualified firms ("Proposers") to provide a comprehensive, cloud-based solution and related services to support floodplain management, building safety compliance, Elevation Certificate processing, repetitive loss data stewardship, milestone inspections, and mailing record tracking. The resulting contract will include software subscription/licensing, implementation, training, maintenance, and ongoing support.

2. SCOPE OF SERVICES

The Contractor shall furnish all software, hosting, implementation, training, and support necessary to deliver a fully functional solution. The minimum functional requirements include the items in Sections 2.1–2.6 below.

2.1 DATA EXTRACTION AND MANAGEMENT

a) Extract specified data fields ("Extracted Data") from archived and incoming Elevation Certificates provided by the City.

b) Automated workflows to include: address geocoding; parcel assignment; Flood Insurance Rate Map (FIRM) data assignment; and datum conversion.

c) Secure storage, retrieval, and export of Extracted Data.

2.2 SOFTWARE (INTERNAL DASHBOARD)

a) User access for a minimum of ten (10) City users, with ability to add users/roles as needed.

b) Dashboard functions including: Elevation Certificate upload; searchable/filterable EC tables; EC download; internal per-property document upload/storage; activity logging (including per-property comment tracking); substantial improvement/damage tracking; mapping tools including FIRM overlays and address search; and display of per-property building attributes when available.

c) Automated EC error detection for residential structures, applicable to forms with dates more recent than 2015 and with issue dates more recent than the effective FIRM date for the location.

d) Per-property communication log with export capability.

e) Role-based permissions allowing segmented access and user administration.

2.3 PUBLIC ACCESS COMPONENT

a) Public search for Elevation Certificates with table filtering (e.g., address, parcel ID, block, lot) and PDF view.

b) Public-facing property profiles with general flood risk information.

c) Share-link functionality that is tracked within the internal dashboard.

d) Access controls to protect confidential or restricted information.

2.4 MILESTONE INSPECTIONS

a) Support condominium milestone inspection workflows, including Phase 1 and Phase 2 report submissions.

b) Import of condominium data supplied by the City for informational display.

c) Custom warnings at the property level and configurable tables/fields.

d) Document storage for Phase 1 and Phase 2 files.

2.5 MAILINGS RECORD

a) Property-level tracking for up to 10,000 letters per year.

b) Support for: Milestone Inspection Notices; Repetitive Loss Area Notifications; Preliminary Damage Determinations; and Substantial Damage/Improvement Determinations.

c) Customizable table views and reporting for mailing data.

d) Import of mailing metadata provided by the City's Building Department.

2.6 REPETITIVE LOSS DATE

a) Annual import of the City's repetitive loss data (as provided by the City).

b) Advanced user role/permissions and access logging for sensitive data.

c) Data protection controls consistent with State of Florida information-security requirements.

3. ONBOARDING, TRAINING, AND SUPPORT

3.1 Initial migration of existing City materials to the system; creation of City user accounts; and onboarding training.

3.2 After the initial onboarding period, the City will upload subsequent Elevation Certificates into the system.

3.3 Provide a dedicated account manager (or equivalent single point of contact) to coordinate support, troubleshooting, and additional trainings upon request.

4. DATE OWNERSHIP AND POST-TERMINATION ACCESS

All City data, including Extracted Data and documents, are the property of the City. The Contractor shall make such data available to the City upon request and for not less than ninety (90) days following contract expiration or termination, in a mutually agreed, machine-readable format.

5. LICENSING, REGISTRATION, AND LEGAL COMPLIANCE (FLORIDA)

5.1 Proposers must be duly authorized to transact business in the State of Florida. If organized outside Florida (e.g., a Delaware corporation), the firm must be registered as a foreign entity with the Florida Department of State and in active status on Sunbiz at the time of award.

5.2 Contractor shall comply with all applicable federal, state, and local laws and regulations, which may include, without limitation: Florida Public Records requirements (Chapter 119, Florida Statutes, including §119.0701 as applicable to contractors); Florida's Sunshine Law (Chapter 286, F.S.); State procurement provisions (Chapter 287, F.S., as applicable); and E-Verify requirements (§448.095, F.S.).

5.3 Contractor shall implement commercially reasonable information-security controls appropriate for municipal data, including access logging for sensitive data.

6. EVALUATION METHOD

6.1 ADMINISTRATIVE REVIEW ON A PASS / FAIL BASIS

Bids will undergo an initial review, on a PASS/FAIL determination, where indicated in the bid document, to verify that requirements of bid submission are met. Failure to meet requirements may result in the rejection of the bid or the bid being deemed non-responsive.

6.2 The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals, before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposal and Proposers. The City's decisions will be final.

6.3 The City of Fort Pierce shall appoint an **Evaluation Committee consisting of at least three members** to review and evaluate all submitted proposals and establish a list in order of preference of no fewer than three Proposers deemed to be the most qualified to provide the service requested based on the criteria set below.

7. EVALUTION CRITERIA

The City's evaluation criteria will include, but shall not be limited to, the following:

EVALUATION CRITERIA	WEIGHT
Proposer meets or exceeds the needs described in the Scope of Services	40
Cos	20
Vendor's approach and capability of onboarding, training, and ongoing support	20
References	20
Total	**100**

The City of Fort Pierce reserves the right to negotiate a contract with the highest evaluated proposer as determined by the Evaluation Committee. The City of Fort Pierce reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City of Fort Pierce reserves the right to begin negotiations with the second highest qualified proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with the City of Fort Pierce.

8. REJECTION CRITERIA

Proposals could be deemed non-responsive and disqualified from consideration if any of the following conditions apply. (Note: this list is not all-inclusive):

- The City did not receive the proposal package prior to the submittal deadline. The bid response is found to have concealed or contained false and/or misleading information.
- Your firm is not licensed with the Florida Secretary of State to do business in Florida.
- All forms included with the application were not signed and/or submitted.
- Required questions, instructions, or forms within the bid package are incomplete or missing.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

GENERAL INFORMAATION

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

RULE FOR PROPOSALS

The proposer must name all persons or entities interested in the proposal as principals. The proposer must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

The City does not guarantee a minimal amount of work or compensation for any of the Respondents selected for contract negotiations, and the City reserves the right to seek additional assistance from other firms if the City finds this to be in the City's best interest.

SUBMISSION REQUIREMENTS/FORMAT

Proposers shall prepare their proposals using the following format:

TAB— A: LETTER OF TRANSMITTAL

This letter will summarize in a brief and concise manner the Proposer's understanding of the Scope of Work and make a positive commitment. The letter must name all persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal. **An authorized agent of the firm shall sign the transmittal letter.**

TAB— B: ORGANIZATION PROFILE AND QUALIFICATIONS

- Include the **Request for Proposals and Proposer Acknowledgement** page in this section.

This section must describe the proposer, including firm size, range of services, and relevant experience. Emphasize expertise in and experience with floodplain management, FEMA/NFIP compliance, or similar municipal data and mapping programs. Include résumés for key personnel and identify the individuals responsible for supervising and performing the work. Provide at least two (2) clients with similar projects work has been performed within the last five (5) years.

TAB— C: GENERAL INFORMATION

Provide general information regarding the firm's experience and approach to floodplain management, flood risk communication, data integration, and public-facing tools related to community resilience. Specifications of all hardware or software requirements.

Specific work plan for the project, including the expected delivery date of completion. The work plan should identify deadlines by which City action, information or participation is required to move the project forward.

TAB— D: CERTFICATES AND BUSINESS REQUIREMENTS

i. Provide general information regarding the firm's experience and approach to floodplain management, flood risk communication, data integration, and public-facing tools related to community resilience. W-9 Form **(see Section VI Forms)**

ii. Provide copy of a current valid business license. Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct business at your location.

- **Businesses located within the City of Fort Pierce**: Provide a valid Certificate of Use per Ordinance No. 24-019.

- **Businesses located outside the City of Fort Pierce**: Provide a valid Business Tax Receipt (Occupational License) or equivalent from your jurisdiction.

iii. Provide copies of any required professional licenses or certificates necessary to perform the services described in this RFP.

TAB— E: SCOPE OF SERVICES / TECHNICAL APPROACH

This section should describe the proposer's understanding of the City's objectives and the Scope of Services outlined in **Section IV, Statement of Work**. Detail the proposed technical approach, methodology, and deliverables.

TAB – F: REFERENCES

Include at least three (3) references including when and where your business provided similar services. Please provide the names and telephone numbers of contact person for each reference.

- The City reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on the RFP, the City may, at is sole discretion, determine that the firms is not the most qualified firm and may selected the next highest ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Vendor.

TAB— G: ADDITIONAL DATA

Include any completed forms or documentation not associated with the previous tabs and any additional information the proposer considers pertinent for consideration. This tab should also include any required forms referenced in **Section V – Required Forms** that were not covered under previous tabs.

PRPOSED COMPENSATION

Proposals should include completed cost estimate sheets and any other necessary cost information in a separate, sealed envelope or PDF file marked "Cost Estimates". The City plans to evaluated the qualifications of all firms submitting proposals before considering the Cost Estimates. Pricing should include:

- Total annual cost for software and 10 user licenses
- Optional pricing for additional users

- Cost for training staff and implementation costs.
- Cost for ongoing technical support.
- Any other information deemed necessary by the Proposer.

SECTION VI

REQUIRED FORMS

The forms listed in this section are to be complete and submitted with your proposal, under **Tab G.**

SUMMARY OF REQUIRED FORMS

Form No. 1 – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (1 page)
The prospective contractor of the recipe must certify by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Form No. 2 – Drug Free Workplace Certification (1 page)
If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your bid package. If your company has a Program, sign and return the form.

shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (3 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty- six (36) months from the date of being placed on the convicted vendor list.

Form No. 3 – E-Verify Affidavit (1 page)
Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Form No. 4 – Affidavit Regarding the Use Coercion for Labor or Service (2 page)
The Affidavit must be completed by a person authorized to make this attestation to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

_____

Name and Title of Authorized Representative

_____

_____ _____

Signature **Date**

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by _____
(Print individual's name and title)

for _____

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.
   c. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months shall

be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____

(Nam

e of individual signing) Who, after first being sworn by me, affixed his/her

signature in the space provided above on this day_____of _____,

20_____.

_____

(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: **FLOODPLAIN AND INSPECTION SERVICES SOFTWARE**

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this _____day of _____, 20____by _____, who is □ personally known or □ produced identification

(ID produced:_____).

Signature: _____(Seal) NOTARY PUBLIC

My Commission Expires: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____State:_____Zip Code:_____

Phone Number: _____Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

By:_____ _____
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this _____day of _____, 20__

by who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____My Commission Expires: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person** ►	**Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF FORT PIERCE
PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	_____	_____
Include proof of proper licensing as stated in proposal documents.	_____	_____
Include proof of proper insurance as stated in proposal documents.	_____	_____
Did you include a list of all materials and equipment to be used in providing the service?	_____	_____
Is Drug-Free Workplace form signed and enclosed?	_____	_____
Proposal envelope is marked accordingly	_____	_____
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?	_____	_____
Disregard, if you are going to utilize the electronic submission option.	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH PROPOSAL

_____

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Paul Thomas, Building Official**

FROM: **Madison White, Purchasing Agent** *Madison White*

SUBJECT: **RFP No. 2026-007 – Floodplain and Inspection Services Software**

DATE: **December 3, 2025**

On August 27, 2025, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on November 6 and 13, 2025, with a scheduled opening at 10:00 AM on November 26, 2025. Attached is the tabulation sheet for the above referenced proposal and the submittal checklist. A copy of each submittal received will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 1022 vendors. Thirteen (13) vendors requested specifications with two (2) responding (15.38%) 0 "No Bid" (15.38 % total responses).

Please note: The Purchasing Team has completed its review of all submissions and prepared a Submittal Response Checklist to assist with your evaluation. Concourse Tech Inc. has been deemed non-responsive for failing to provide the required information in accordance with **Section V, Instructions for Preparing Proposals**:

- **Tab A ~ Letter of Transmittal**
- **Tab B ~ Organizational Profile and Qualifications:** Organizational Profile, Resumes of Key Personnel, and did not provide two clients from the last five (5) years for which they did similar projects.
- **Tab C ~ General Information:** Didn't provide information regarding firms' experience.
- **Tab D ~ Certificates and Business Requirements:** Didn't provide Business Tax Receipt.
- **Tab F ~ References:** Provided references, but no information regarding the work provided or when.

Since only one responsive and responsible proposal remains, the City generally has two options:

1.) **Proceed without an evaluation committee.**
Since the City Ordinance does not require a committee when only one responsive submittal exists, staff may complete a responsibility review and make an award recommendation administratively, if the Purchasing Manager determines that formal scoring is unnecessary.

2.) **Convene the evaluation committee.**
Even with one responsive proposer, staff may still hold an Evaluation Committee meeting to:

- Document that the firm met qualifications.
- Score the proposal based on the published evaluation criteria.
- Demonstrate consistency with the process used when multiple proposals are received.

Purchasing Division's Recommendation:
The Purchasing Manager recommends staff proceed with **Option 2**, as it is considered best practice and is

supported by previous City of Fort Pierce processes. Therefore, the next steps are as follows:

Evaluation Phase

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposal received is responsive to RFP requirements, complete the ranking, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposal.

The members of the Evaluation Committee will need to be identified as well as scheduling of the **initial meeting**. It is my recommendation that a committee of three or five members are selected with you acting as Team Leader. A representative from Purchasing will serve as the Committee Liaison and should be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided a copy of the responsive submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **February 1, 2026**, which is the expiration date of the proposal and responses.

/mw

Attachments: Bid Tabulation
Submittal Response Checklist
Recommendation for Award Form (Fillable)

CC: Shaun Coss, Assistant Building Director | Interim Community Response Director

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**FLOODPLAIN AND INSPECTION SERVICES SOFTWARE**
RFP NUMBER:	**2026-007**
DATE:	**11/26/25 at 10:00am**
RECOMMENDED AWARD:	**Pending**

RESPONSE
2 of 13 = 15.38%
0 "No Bids"
Total = 15.38%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR
Concourse Tech Inc. *New York, New York* **NON-RESPONSIVE**
Forerunner *San Francisco, CA*

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

Cost Estimate Sheet

This pricing sheet includes:

- Total annual cost for software and ten (10) user licenses
- Optional pricing for additional users
- Cost for training staff and implementation costs
- Cost for ongoing technical support
- One (1) three year term, and two (2) subsequent one (1) year renewals

2026 - 2029 Three (3) Year Term

Pricing Category	**Cost**
Base License	$114,108.00
Milestone Inspection Module	$16,500.00
Repetitive Loss Data Module	$16,500.00
Mailings Record Module	$6,000.00
Training	$0.00
Implementation	$0.00
Ongoing Technical Support	$0.00
Optional User Seat Pricing	$2,100 / per additional user seat
Total Cost	**$153,108.00 (Annualized $51,036.00 / per year)**

2029 - 2030 One (1) Year Renewal Term

Pricing Category	**Cost**
Base License	$38,036.00
Milestone Inspection Module	$5,500.00
Repetitive Loss Data Module	$5,500.00
Mailings Record Module	$2,000.00
Training	$0.00
Implementation	$0.00
Ongoing Technical Support	$0.00

Optional User Seat Pricing	$700 / per additional user seat
Total Cost	**$51,036.00**

2030 - 2031 One (1) Year Renewal Term

Pricing Category	**Cost**
Base License	$38,036.00
Milestone Inspection Module	$5,500.00
Repetitive Loss Data Module	$5,500.00
Mailings Record Module	$2,000.00
Training	$0.00
Implementation	$0.00
Ongoing Technical Support	$0.00
Optional User Seat Pricing	$700 / per additional user seat
Total Cost	**$51,036.00**

City Commission Regular Meeting - 5:05 PM **11. E.**

Meeting Date: 01/05/2026

Re: Approval of an Agreement between the City of Fort Pierce and Main Street Fort Pierce, Inc. to provide services from October 1, 2025, to September 30, 2026, for an amount not to exceed $50,000.

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Approval of an Agreement between the City of Fort Pierce and Main Street Fort Pierce, Inc. to provide services from October 1, 2025, to September 30, 2026, for an amount not to exceed $50,000.

SUMMARY:

The City of Fort Pierce and Main Street Fort Pierce, Inc. (MSFP) successfully completed the first year under the revised agreement established in response to federal funding changes. The updated agreement introduced a detailed Scope of Services, Deliverables, and Reporting Form, aligning MSFP's work with the principles of Main Street America's Impact for Main Street Transformation and the Florida Main Street Guide. The agreement incorporates the Four Points framework—Economic Vitality, Design, Promotion, and Organization—while continuing several elements from prior contracts.

Additional requirements were added to strengthen accountability, including expanded insurance coverage (general liability, automobile liability, and professional liability), with the City listed as an additional insured party on general and automobile policies.
Under this renewed agreement, MSFP will continue to:

- Strengthen the district's economic base.
- Partner with the City and Fort Pierce Redevelopment Agency (FPRA) to enhance the district's physical appearance.
- Assist in promoting FPRA programs and City initiatives.
- Implement creative programming and a comprehensive marketing and community engagement strategy.

RECOMMENDATION:

Staff recommends approval of the agreement between the City of Fort Pierce and Main Street Fort Pierce, Inc. to provide services from October 1, 2025, to September 30, 2026, for an amount not to exceed $50,000.

ALTERNATIVES:

Direct staff to renegotiate, revise the agreement terms, or decline approval of the agreement.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager's Office
City Attorney's Office
Main Street Fort Pierce, Inc.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	0016000-582200
Amount:	$50,000

FISCAL IMPACT:

The funds will be distributed quarterly in increments of $12,500 from GL account 0016000-582200 AID TO PRIVATE ORG/DT MAINST.

Attachments

Agreement
Ex. A-Scope and Deliverables
Ex. B-Reporting Form
Ex. C Revenue and Expense Reporting Form
Ex. D Affidavit-Coercion
Certificate Of Insurance
CAO Memo

AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND MAIN STREET FORT PIERCE, INC.

THIS AGREEMENT ("Agreement") is made and entered into on this _____day of December, 2025, by and between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City"), and MAIN STREET FORT PIERCE, INC., a Florida not-for-profit corporation, with its principal office located at 122 A.E. Backus Avenue, Fort Pierce, FL 34950 ("Main Street FP") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City seeks to promote and facilitate revitalization of communities within its jurisdiction to enhance the overall prosperity, preservation-based economic development, and quality of life for its residents; and

WHEREAS, Main Street FP has expertise, resources, and a mission aligned with boosting prosperity and improving the well-being and livability for community members; and

WHEREAS, since Main Street FP has assisted the City to achieve its revitalization and economic development goals pursuant to Federal Community Development Block Grant Agreements; and

WHEREAS, Main Street FP is willing to continue to assist the City to achieve its revitalization and economic development goals pursuant to this Agreement; and

WHEREAS, the City Commission approved $50,000 in grants and aid to Main Street FP as part of its budget approval for Fiscal Year 2025-2026.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **SCOPE OF SERVICES.** Main Street FP's responsibility under this Agreement is to provide those Services and Deliverables supporting the City's revitalization and economic development goals set forth in Exhibit A ("Services").

2. **TERM.** The term of this Agreement shall be one (1) year beginning on October 1, 2025, *nunc pro tunc*, unless extended in writing by both parties upon mutually acceptable terms and conditions or otherwise terminated in accordance with this Agreement.

3. **COMPENSATION.** The City agrees to compensate Main Street FP for services rendered pursuant to this Agreement in four installments as follows:

October 1, 2025	Payment 1	$12,500
(or within thirty (30) days of Agreement approval, whichever is later)		

March 1, 2026 Payment 2 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)
June 1, 2026 Payment 3 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)
September 1, 2026 Payment 4 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)

The City's obligation to pay Main Street FP under this Agreement does not arise if Main Street FP fails to satisfactorily perform those Services delineated in Exhibit A, fails to meet its Reporting and Accountability obligations set forth in Paragraph 4, or violates any terms of this Agreement.

The City shall deduct from any amount owed to Main Street FP under this Agreement all monies owed to the City or its affiliates under any other agreement or understanding if the amount owed by Main Street FP to the City or its affiliate has been outstanding for more than thirty (30) days.

4. **REPORTING AND ACCOUNTABILITY.**

a. Quarterly Written Reports: Main Street FP shall provide the City with quarterly reports on or before January 15, 2026; April 15, 2026; July 15, 2026; and September 15, 2026 according to the requirements of Exhibit A and on the forms provided in Exhibit B and Exhibit C. Time is of the essence, and the City's obligation to pay Main Street FP any installment does not arise if Main Street FP fails to meet this obligation.

b. Quarterly Presentations: Main Street FP shall provide the City with quarterly presentations on or before February 28, 2026; May 31, 2026; and August 31, 2026; that shall include at least the information contained in Exhibit B and Exhibit C. It shall be Main Street FP's responsibility to coordinate these City Commission meeting dates with staff. Time is of the essence, and the City's obligation to pay Main Street FP any installment does not arise if Main Street FP fails to meet this obligation.

c. Financial Statements: Main Street FP shall submit financial statements quarterly with each quarterly report outlined in paragraph 4(a) above and within seven (7) days upon request of the City at any time, in the City's sole discretion, for any reason. Main Street FP shall submit the Main Street Quarterly Revenue and Expense Form in the form provided in Exhibit C each quarter, as outlined above and herein. Time is of the essence, and the City's obligation to pay Main Street FP any installment does not arise if Main Street FP fails to meet this obligation.

d. Annual Reports: Main Street FP shall make an annual presentation to the City Commission on or before September 30, 2026, detailing its activities for the preceding months, progress of the economic development activities, project updates, and any other relevant information. It shall be Main Street FP's

responsibility to coordinate these City Commission meeting dates with staff. Time is of the essence, and the City's obligation to pay Main Street FP any installment does not arise if Main Street FP fails to meet this obligation.

5. **AUDIT.** Main Street FP agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three (3) years, or as otherwise applicable under law, to include Public Records Laws, after receipt of any Payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Main Street FP involving transactions related to this Agreement. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved.
6. **NON-DISCRIMINATION.** Main Street FP covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

7. **TERMINATION.** This Agreement may be terminated by either party with sixty (60) days written notice if either party believes that the other party has failed to meet its obligations. Upon termination, the City shall have no further obligation to pay Main Street FP any additional money as contemplated in Paragraph 3 above.

8. **INDEPENDENT CONTRACTOR.** Main Street FP is and shall be an independent contractor and not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contract between the City and Main Street FP, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

9. **INSURANCE REQUIREMENTS.** Main Street FP will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and professional liability insurance.

   Limits of liability for automobility liability insurance shall be, at a minimum, $1,000,000.00 combined single limit.

   Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability.

   Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate.

   If the general liability insurance coverage and/or the professional liability insurance

coverage is on a claims-made basis, Main Street FP will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph.

Main Street FP is responsible for the payment of any deductibles or self-insured retentions.

City will be named as additional insured under Main Street FP's general liability insurance and automobile liability insurance policies.

10. **INDEMNIFICATION.** Main Street FP shall, to the maximum extent permitted by law, indemnify the City and its officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Main Street FP and persons employed by or utilized by Main Street FP in its performance of this Agreement.

    Main Street FP's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Main Street FP whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

    Main Street FP's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

11. **E-VERIFY SYSTEM.** All requirements of Section 448.095, Florida Statutes, shall be complied with by Main Street FP.

    In accordance with, Section 448.095, Florida Statutes, Main Street FP shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Main Street FP enters into a contract with a subcontractor performing work or providing services on its behalf, Main Street FP shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

    Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Main Street FP shall, upon request, provide evidence of compliance with this provision to the City.

A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Main Street FP is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

12. **SOVEREIGN IMMUNITY.** Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13. **PUBLIC RECORDS.** Main Street FP shall abide by all public records laws, and specifically:

    a. Keep and maintain public records required by the public agency to perform the service.

    b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

    c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

    d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

14. **SUCCESSORS AND ASSIGNS, ASSIGNMENT.** The City and Main Street FP each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

    Neither the City nor Main Street FP shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

    Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Main Street FP.

15. **AMENDMENTS.** Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

16. **NOTIFICATION.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

    CITY:
    City of Fort Pierce
    City Manager's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    WITH COPIES TO:
    City Attorney's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    MAIN STREET FP:
    Main Street Fort Pierce, Inc.
    c/o Michelle Cavalcanti
    122 A.E. Backus Ave.
    Fort Pierce, FL 34950

    Either party may change the above-listed address at which it receives written notices by so notifying the other Party in writing. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

17. **JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS

AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND

VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

18. **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

19. **WAIVER.** No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other, provision, or the enforcement thereof. City's consent to or approval of any act by Main Street FP requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Main Street FP requiring consent or approval, whether or not similar to the act so consented or approved.

20. **COMPLIANCE WITH LAWS.** Main Street FP, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Main Street FP, upon request, as to any such laws of which it has present knowledge. Main Street FP agrees to secure all permits required for all events, including Special Event permits, and agrees to comply with all permit conditions.

    Before beginning services under this Agreement, Main Street FP shall complete, execute and deliver the Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit D) to the City.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the City and Main Street FP and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date:

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

WITNESSES:

By: Mimi Ewan
Name: MiMi Ewan
Address: 3005 Bent Pine Dr.
Ft. Pierce FL 34951

By: Max Dunhalde
Name: Max Dunhalde.
Address: 2837 Navajo Ave
Ft. Pierce, FL 34946

MAIN STREET FORT PIERCE, INC

Michelle Cavalcanti
Michelle Cavalcanti, Executive Director

12/15/2025
Date:

EXHIBIT A

Scope of Services and Deliverables

EXHIBIT B

Main Street FP Reporting Guidelines

EXHIBIT C

Main Street FP Quarterly Revenue and Expense Reporting Form

EXHIBIT D

Affidavit Regarding the Use of Coercion for Labor or Services

Exhibit A

Main Street Fort Pierce, Inc. Program Scope of Services and Deliverables

During the Term of this Agreement, Main Street Fort Pierce, Inc. ("MSFP") agrees to provide the services set forth in the table below by the deadlines listed below in support of the City's revitalization and economic development goals for the Downtown District. MSFP shall provide quarterly updates for all services and deliverables below on the forms provided in Exhibit B and Exhibit C.

Deliverables	
1. Economic Vitality Goals: • Strengthen the Downtown District's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix • Achieve a 70% occupancy rate for commercial spaces	
A. Business Development	**Deadline to Complete**
Attract new businesses to the Downtown District – MSFP will make contact with at least one (1) new business and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
Job creation/retention – MSFP will report on jobs created and/or retained within the Downtown District and include its efforts and progress in quarterly.	September 30 of the current fiscal year.
MSFP will compile, publish, and maintain a comprehensive business directory that provides detailed information about businesses within the Downtown District and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
MSFP will maintain an online map of downtown businesses, government buildings, landmarks, activities and free parking and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
MSFP will distribute Downtown shopping and dining guides and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
B. Property Development	**Deadline to Complete**
MSFP will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. MSFP will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
MSFP will create and maintain a listing of vacant and occupied commercial properties within the Downtown District within interior and exterior building characteristics including square footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.

MSFP will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.

2. Design

Goals**:**

- Assist in improving the physical appearance of the Downtown District by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment
- Develop a plan to effectively communicate and promote Fort Pierce Redevelopment Agency programs and initiatives, including grants, incentives (such as the impact fee moratorium), community meetings, surveys, technical assistance for grant applications, and participation in the Downtown Master Plan and potential design standards
- Encourage compliance with historic preservation guidelines
- Encourage adherence to Architectural Design Standards

A. Physical Improvements	**Deadline to Complete**
MSFP will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Downtown business community, during application cycles, and assist businesses with completing the application process. MSFP will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
MSFP will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. MSFP will include its efforts in quarterly reports.	September 30, of the current fiscal year.
B. Historic Preservation	**Deadline to Complete**
MSFP will facilitate the continued preservation and maintenance of the Historic Platts/Backus House. MSFP will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
MSFP will coordinate with Fort Pierce Redevelopment Agency staff to educate the Downtown businesses about the Downtown Master Plan. MSFP will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.

3. Promotion

Goals**:**

- Implement a marketing and community engagement plan that promotes the Downtown District's unique characteristics and rich history to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract businesses.
- Implement ongoing creative programming that engages the Downtown District businesses, residents, and visitors.

A. Marketing and Events	Deadline to Complete
MSFP will plan, coordinate, promote, and host no fewer than 20 promotional and/or educational events with an average attendance of 100 participants, to include: • The Ghosts of Fort Pierce Past Historic Walking Tours • Friday Fest • Coffee with the Mayor • Shop Small Saturday MSFP will include its efforts and progress in quarterly reports	September 30, of the current fiscal year.
MSFP will reach 8,000 social media impressions of marketing campaigns via various social media and MSFP - powered website. MSFP will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
B. Branding	**Deadline to Complete**
MSFP will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. MSFP will publish the results of its surveys. MSFP will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
MSFP will publish the Main Street Focus Magazine monthly. MSFP will include its efforts and progress in quarterly reports.	Monthly beginning October 1 of the current fiscal year.
MSFP will complete timely updates to MSFP website. MSFP will increase website and social media traffic related to District information by 10%, annually. MSFP will include its efforts and progress in quarterly reports including metrics related to website visits and social media activity.	September 30, of the current fiscal year.
C. Positive Image	**Deadline to Complete**
MSFP will collect testimonials from 12 or more visitors and 6 or more residents. MSFP will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.

4. Organization

Goals:

- Develop a strong foundation for a sustainable revitalization effort that aligns with the City's goals, including engaging stakeholders, forming partnerships, and fostering a collaborative environment

A. Partnerships	Deadline to Complete
Collaborate with partner organizations – MSFP will complete two joint projects with partner organizations. MSFP will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
B. Volunteer Engagement	**Deadline to Complete**
MSFP will recruit and/or retain 25 volunteers annually. MSFP will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.

MSFP will attain 500 volunteer hours annually. MSFP will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
The MSFP Executive Director will maintain active participation on two volunteer committees. MSFP will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
C. Resource Management	**Deadline to Complete**
MSFP will spend no more than 40% of funds received from the City under this Agreement on salaries. MSFP will include its efforts and progress in quarterly reports.	For Each Quarterly Installment Payment. (see 5. Budget and Budget Report Form).
MSFP will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. MSFP will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year (see 5. Budget and Budget Report Form).

5. Budget
MSFP will include the following information in its quarterly financial reports and its quarterly presentations to the City Commission: **(a)** *Budget Summary*: MSFP will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment). **(b)** Income *Sources*: MSFP will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions. **(c)** Detailed *Expenses*: MSFP will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead). **(d)** Budget *Justification*: MSFP will explain the rationale behind each expense. **(e)** Conclusion: MSFP will summarize the financial performance. Mention any adjustments made during implementation

Exhibit B

Main Street Fort Pierce, Inc. Program Reporting Form

To be completed by MSFP for each Report Period: Fiscal Year Ending, September 30, _____		
Quarterly Reporting Period	**Quarterly Report Due**	**City Commission Presentations**
_____ Q1 – Reporting Period: Oct. 1-Dec. 31	_____ Q1 – Report due Jan. 15	_____ Q1 – Feb. 2026 Quarterly Report
_____ Q2 – Reporting Period: Jan. 1-Mar. 31	_____ Q2 – Report due April 15	_____ Q2 – May 2026 Quarterly Report
_____ Q3 – Reporting Period: April 1-June 30	_____ Q3 – Report due July 15	_____ Q3 – Aug. 2026 Quarterly Report
_____ Q4 –– Reporting Period: July 31-Sept. 30	_____ Q4 – Report due Sept. 15	_____ Q4 – Sept. 2026 Quarterly Report

Deliverables

1. Economic Vitality: This point aims to strengthen the district's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix.

A. Business Development

1. Attract new businesses to the Downtown District – MSFP will make contact with at least one new business. **MSFP will include its efforts and progress in quarterly reports.**

Status:

2. Job creation/retention – MSFP will report on jobs created and/or retained within the Downtown District quarterly. **MSFP will include its efforts and progress in quarterly reports.**

Status:

3. MSFP will compile, publish, and maintain a comprehensive business directory that provides detailed information about businesses within the Downtown District. **MSFP will include its efforts and progress in quarterly reports.**

Report Period: _____

Status:
4. MSFP will maintain an online map of downtown businesses, government buildings, landmarks, activities and free parking. **MSFP will include its efforts and progress in quarterly reports.**
Status:
5. MSFP will distribute Downtown shopping and dining guides. **MSFP will include its efforts and progress in quarterly reports.**
Status:

B. Property Development
1. MSFP will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. **MSFP will include its efforts and progress in quarterly reports.**
Status:
2. MSFP will create and maintain a listing of vacant and occupied commercial properties within the Downtown District within interior and exterior building characteristics including square footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options. **MSFP will include its efforts and progress in quarterly reports.**
Status:
3. MSFP will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise. **MSFP will include its efforts and progress in quarterly reports.**

Status:

2. Design: This focuses on improving the physical appearance of the district by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment.
A. Physical Improvements
1. MSFP will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Downtown business community and, during application cycles, assist businesses with completing the application process. **MSFP will include its efforts and progress in quarterly reports.**
Status:
2. MSFP will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. **MSFP will include its efforts in quarterly reports.**
Status:
B. Historic Preservation
1. MSFP will facilitate the continued preservation and maintenance of the Historic Platts/Backus House. **MSFP will include its efforts and progress in quarterly reports.**
Status:
2. MSFP will coordinate with Fort Pierce Redevelopment Agency staff to educate the Downtown businesses about the Downtown Master Plan. **MSFP will include its efforts and progress in quarterly reports.**
Status:

3. Promotion: This involves marketing the district's unique characteristics to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract business.
A. Marketing and Events
1. MSFP will plan, coordinate, promote, and host no fewer than 20 promotional and/or educational events with an average attendance of 100 participants, to include: • The Ghosts of Fort Pierce Past Historic Walking Tours • Friday Fest • Coffee with the Mayor • Shop Small Saturday **MSFP will include its efforts and progress in quarterly reports**
Status:
2. MSFP will reach 8,000 social media impressions of marketing campaigns via various social media and MSFP - powered website. **MSFP will include its efforts and progress in quarterly reports.**
Status:
B. Branding
1. MSFP will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. MSFP will publish the results of its surveys**. MSFP will include its efforts and progress in quarterly reports.**
Status:
2. MSFP will publish the Main Street Focus Magazine monthly. **MSFP will include its efforts and progress in quarterly reports.**

Status:
3. MSFP will complete timely updates to MSFP website. MSFP will increase website and social media traffic related to District information by 10%, annually. MSFP will include its efforts and progress in quarterly reports including metrics related to website visits and social media activity. **MSFP will include its efforts and progress in quarterly reports.**
Status:
C. Positive Image
1. MSFP will collect testimonials from 12 or more visitors and 6 or more residents. **MSFP will include its efforts and progress in quarterly reports.**
Status:

4. Organization: This point emphasizes building a strong foundation for a sustainable revitalization effort, including engaging stakeholders, forming partnerships, and fostering a collaborative environment.
A. Partnerships
1. Collaborate with partner organizations – MSFP will complete two joint projects with partner organizations. **MSFP will include its efforts and progress in quarterly reports.**
Status:
B. Volunteer Engagement
1. MSFP will recruit and/or retain 25 volunteers annually. **MSFP will include its efforts and progress in quarterly reports.**
Status:

2. MSFP will attain 500 volunteer hours annually. MSFP will include its efforts and progress in quarterly reports. **MSFP will include its efforts and progress in quarterly reports.**
Status:
3. The MSFP Executive Director will maintain active participation on two volunteer committees. **MSFP will include its efforts and progress in quarterly reports.**
Status:
C. Resource Management
1. MSFP will spend no more than 40% of funds received from the City under this Agreement on salaries. **MSFP will include its efforts and progress in quarterly reports.** (see 5. Budget and Budget Report Form).
Status:
2. MSFP will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. **MSFP will include its efforts and progress in quarterly reports.**

Status:

5. Budget: MSFP will include the following information in its quarterly financial reports and quarterly presentations to the City Commission. **Also, complete attached Exhibit C Revenue and Expense Reporting Form and submit.**
1. Budget Summary: MSFP will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment).
2. Income Sources: MSFP will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions.
3. Detailed Expenses with Budget Justification: MSFP will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead). MSFP will explain the rationale behind each expense.
4. Conclusion: MSFP will summarize financial performance. Mention any adjustments made during implementation.

EXHIBIT C

Main Street Quarterly Revenue and Expense Reporting Form

Fiscal Year ending September 30, _____

Organization Name:

Quarter ended: _____

Revenue Section

Revenue Source	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Grants					
Donations					
Fundraising Events					
Membership Fees					
Program Service Revenue					
Other Income (specify)					
Total Revenue					

Expense Section

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Salaries and Wages					

Rent/Utilities					
Office Supplies					
Program Expenses					
Marketing/Outreach					
Training					
Travel					
Professional Services					
Other Expenses (specify)					
Total Expenses					

Summary

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Total Revenue					
Total Expenses					
Net Surplus/Deficit					

Exhibit D

CITY OF FORT PIERCE

Affidavit Regarding the Use of Coercion for Labor or Services

Vendor Name: Main Street Fort Pierce, Inc.
Authorized Representative's Name and Title: Michelle Chaffee Cavalcanti, Interim Director
Address: 122 AE Backus Ave
City: Fort Pierce State: FL Zip Code: 34950
Phone Number: 772-466-3800 Email Address: Michellec@mainstreetfortpierce.org

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

By: Michelle Chaffee Cavalcanti — Authorized Signature
Michelle Chaffee Cavalcanti, Interim Director — Printed Name and Title
11/13/2025 — Date

STATE OF FLORIDA
COUNTY OF St Lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 13 day of November, 2025 by Michelle Cavalcanti, who is ☑ personally known or ☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Kellie Beebe My Commission Expires: 01.21.28

KELLIE SHAY BEEBE
Commission # HH 446862
Expires January 21, 2028

MAINSTR-21 JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071 E-MAIL ADDRESS:
INSURED Main Street Fort Pierce 122 AE Backus Ave Fort Pierce, FL 34950	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : LIO Insurance Company INSURER B : At-Bay Specialty Insurance Company — 19607 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		LIO1100037807-00	3/21/2025	3/21/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO	X		LIO1100037807-00	3/21/2025	3/21/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili	X		GCT-1404527-01	5/5/2025	5/5/2026		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured

CERTIFICATE HOLDER

City of Fort Pierce
100 N. US HWY 1
Fort Pierce, FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: MAIN STREET FORT PIERCE, INC. AGREEMENT FOR SERVICES FY26

CAO RLS#: 25-378

DATE: NOVEMBER 21, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Main Street Fort Pierce Agreement and added additional legal language to the Term section customarily used to express that the Term period will commence retroactively. Based on these comments, **the Agreement is approved as to form and correctness**.

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

City Commission Regular Meeting - 5:05 PM **11. F.**

Meeting Date: 01/05/2026

Re: Proposed EDC Agreement

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Approval of an Agreement between the City of Fort Pierce and the Economic Development Council of St. Lucie County, Inc. to provide services from October 1, 2025, to September 30, 2026, for an amount not to exceed $62,500.

SUMMARY:

The EDC will develop and implement economic development strategies, support business initiatives, facilitate partnerships, secure funding, conduct studies, to include the King's Highway Jobs Corridor, and provide quarterly reports to the City on progress and outcomes.

RECOMMENDATION:

Staff recommends the approval of the agreement.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk
Richard D. Chess, City Manager

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2026

Account: 0016000-554100

Amount: 62,500

OTHER INFORMATION:

City funds are requied.

Attachments

Proposed Agreement with Affidavit Exec

AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND THE ECONOMIC DEVELOPMENT COUNCIL OF ST LUCIE COUNTY, INC.

THIS AGREEMENT ("Agreement") is made and entered into on this 1 day of December, 2025, by and between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City"), and the ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY, INC., a Florida not-for-profit corporation, with its principal office located at 1790 S.W. Gatlin Boulevard, Suite 202, Port St Lucie, FL 34953 ("EDC") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City seeks to promote and facilitate economic development within its jurisdiction to enhance the overall prosperity, job creation, and quality of life for its residents;

WHEREAS, the EDC has expertise, resources, and a mission aligned with fostering economic development and is willing to assist the City in achieving these goals; and

WHEREAS, since 2002, the EDC has performed the Services defined below in exchange for an annual "partnership" fee paid by the City; and

WHEREAS, the parties wish to formalize their understanding and to outline the EDC's specific deliverables and the City's expectations; and

WHEREAS, the City Commission finds that the Services performed by the EDC under this Agreement substantially serve a valid public purpose.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **SCOPE OF SERVICES.** The EDC agrees to perform the following services (collectively referred to as the "Services"):
   A. Develop and implement economic development strategies and programs that align with the City's goals.
   B. Provide recommendations and support for business attraction, retention, and expansion initiatives. Facilitate partnerships between the City and private sector entities, non-profit organizations, and other stakeholders.
   C. Assist in securing funding and resources for economic development projects.
   D. Organize and conduct studies related to economic development, to include the King's Highway Jobs Corridor.
   E. Provide regular written reports to the City on the progress and outcomes of economic development activities. Reports will be provided quarterly to City staff.

2. **DURATION.** The term of this Agreement shall be for one (1) year beginning on October 1, 2025.

3. **COMPENSATION.** The City agrees to compensate the EDC for the services rendered a total amount of SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ($62,500).

4. **REPORTING AND ACCOUNTABILITY.** In addition to the reports required above, the EDC shall provide the City Commission with an annual report at a public meeting on or before September 30, 2026, detailing the progress of the economic development activities, project updates, and any other relevant information.

5. **AUDIT.** The EDC agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, to include Public Records Laws, after receipt of any Payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the EDC involving transactions related to this Agreement. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved.

6. **NON-DISCRIMINATION.** The EDC covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

7. **INDEPENDENT CONTRACTOR.** The EDC is and shall be an independent contractor and not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the City and the EDC, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

8. **INSURANCE REQUIREMENTS.** The EDC shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the EDC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the EDC under the Agreement.

   The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will

provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City as an additional insured under any other insurance policy or otherwise protect the interests of the City as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The EDC shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the EDC qualify its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The EDC shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement

has been endorsed to include the City of Fort Pierce, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Fort Pierce, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include [Agreement Name] and [Number]."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Fort Pierce, 100 N. US Highway One, Fort Pierce, FL 34950, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the EDC shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The EDC shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the EDC does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the EDC to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: The Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of the EDC's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Independent Contractor warrants that the retroactive date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the EDC shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: By entering into this Agreement, the EDC agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive

subrogation without an endorsement then the EDC shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the EDC for any and all claims under this Agreement. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the EDC to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the EDC to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract". If the EDC, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the EDC/independent contractor/subcontractor.

The EDC may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Division reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating.

A failure on the part of the EDC to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

9. **INDEMNIFICATION.** The EDC shall, to the maximum extent permitted by law, indemnify the City and its officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the EDC and persons employed by or utilized by the EDC in its performance of this Agreement.

The EDC's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon the EDC whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

The EDC's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

10. **E-VERIFY SYSTEM.** All requirements of Section 448.095, Florida Statutes, shall be complied with by the EDC.

    In accordance with, Section 448.095, Florida Statutes, the EDC shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the EDC enters into a contract with a subcontractor performing work or providing services on its behalf, the EDC shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. The EDC shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. The EDC is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

11. **SOVEREIGN IMMUNITY.** Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

12. **PUBLIC RECORDS.** The EDC shall abide by all public records laws, and specifically:

    a. Keep and maintain public records required by the public agency to perform the service.

    b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the EDC or keep and maintain public records required by the public agency to perform the service. If the EDC transfers all public records to the public agency upon completion of the contract, the EDC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the EDC keeps and maintains public records upon completion of the contract, the EDC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

13. **SUCCESSORS AND ASSIGNS, ASSIGNMENT.** The City and the EDC each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

    Neither the City nor the EDC shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other.

    Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and the EDC.

14. **AMENDMENTS.** Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

15. **NOTIFICATION.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as

elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1
Fort Pierce, FL 34950

EDC:
Economic Development Council of St. Lucie County, Inc.
1790 SW Gatlin Blvd, Suite 202
Port St. Lucie, FL 34953

Either party may change the above-listed address at which it receives written notices by so notifying the other Party in writing. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

16. **JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **NO WAIVER.** No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other, provision, or the enforcement thereof. City's consent to or approval of any act by the EDC requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent

act by the EDC requiring consent or approval, whether or not similar to the act so consented or approved.

19. **COMPLIANCE WITH LAWS.** The EDC, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise the EDC, upon request, as to any such laws of which it has present knowledge.

    Before beginning services under this Agreement, the EDC shall complete, execute, and deliver the Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit A) to the City.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the City and the EDC and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date:

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

WITNESSES:

By: Rachel Savela
Name: Rachel Savela
Address: 1740 SW Gatlin Blvd., Ste. 202, Port St. Lucie FL 34953

By: Glexi Garcia
Name: Glexi Garcia
Address: 190 SW Ridgecrest Dr Port St Lucie, FL 34953

ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY, INC.

Peter J. Tesch, President

Date: 12/10/25

EXHIBIT A
CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

Vendor name: Economic Development Council of St Lucie County

Authorized Representative's Name and Title: Pete Tesch, President

Address: 1790 SW Gatlin Blvd Suite 202

City: Port St Lucie State: Florida Zip Code: 34953

Phone Number: 772-324-2014 Email Address: ggareia1@yauredc.com

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

By: _____ Pete Tesch, President 12/2/25

Authorized Signature | Printed Name and Title | Date

STATE OF Florida
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 2nd day of December, 20 25 by Pete Tesch, who is

☑ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Glexi Garcia

My Commission Expires: 10/21/2028



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: CARLA CLARKE, ADMINISTRATIVE ASSISTANT, CITY MANAGER

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: PROPOSED RENEWAL OF ANNUAL AGREEMENT WITH EDC

CAO RLS#: 25-354

DATE: NOVEMBER 7, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Agreement between the City of Fort Pierce and the St. Lucie County Economic Development Council. An updated Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit A) has been uploaded to the RLS and should be executed along with the Agreement. Based on these comments, **the Agreement is approved as to form and correctness**.

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

City Commission Regular Meeting - 5:05 PM **11. G.**

Meeting Date: 01/05/2026

Re: Annual Maintenance of Floating Vegetated Mats at Indian Hills Recreation Area, Single Source

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval expenditure for proposal from Beemats LLC, New Smyrna Beach, FL, in the amount of $177, 408.00 for the annual harvesting, maintenance, and re-nourishment of vegetated mats at the Indian Hills Recreation Area.

SUMMARY:

The Indian Hills Recreation Area stormwater treatment utilizes a vegetated floating wetland system to improve the water quality prior to discharging excess stormwater into the Indian River Lagoon. This system consists of mats made of a buoyant material fitted with perforated pots which are planted with specific aquatic plants to absorb and store excess nitrogen and phosphorus from the water column. A total of twelve (12) islands will be maintained every four (4) months, which consists of trimming the plants, collecting and composting the plant biomass, collecting samples for laboratory testing and reporting results of removed nutrients.

These floating mats have been in use for over seven (7) years and exceeded their life expectancy. A replacement program has been implemented to replace all the islands within the next three (3) years. This proposal includes the complete replacement of four (4) of the mats and the refurbishment of each anchoring system.

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

RECOMMENDATION:

Engineering recommends approval of the proposal.

ALTERNATIVES:

Train in-house staff on harvesting and replanting of the wetland system.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Beemats LLC

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 25/26

Account: 403-4300-534900

Amount: $177,408.00

FISCAL IMPACT:

The annual maintenance cost of $177,408.00 will be funded from SMU Revenue Account number 4034300-534900.

Attachments

Beemats LL Estimate

Beemats Sole-Single Source Form

ESTIMATE

Beemats LLC
3637 State Road 44
New Smyrna Beach, FL 32168-8888

beemats@gmail.com
+1 (386) 428-8578
www.beemats.com

Bill to
City of Fort Pierce
PO Box 1480
Fort Pierce, Fl 34954-1480

Ship to
City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954-1480

Estimate details
Estimate no.: 1087
Estimate date: 10/24/2025

P.O. Number: Heathcote

#	Product or service	Description	Qty	Rate	Amount
1.		2026 MAINTENANCE CONTRACT			$0.00
2.					$0.00
3.	**A1-fl-Maintenance-1**	Maintenance of Mats, per sq.ft. @	42240	$4.20	$177,408.00
4.		** All islands will be harvested by trimming three times a year, with lab samples and interim report. ** Annual report ** Each harvest will be billed @ $1.50 per sq. ft. = $59,136.00			$0.00
5.		***Maintenance 1 - February 2026 ***Maintenance 2 - June 2026 ***Maintenance 3 - October 2026			

Total **$177,408.00**

Accepted date

Accepted by

PURCHASING DIVISION

SOLE /SINGLE SOURCE JUSTIFICATION FORM

To ensure transparency and compliance, Sole/Single Source purchase requests must be approved in advance and accompanied by appropriate written documentation. This form, along with the required supporting materials, satisfies that requirement.
The City Manager may approve purchases up to $50,000. Any purchase exceeding $50,000 requires the approve of the Commission.

Requested By	Venetia Barnes
Department	Engineering
Purchase Requisition No.	
Supplier Name	Beemats LLC
Price	$177,408.00

Please check the appropriate section and provide detailed justification along with department head approval.

☐ **Sole Source** The specified supplier is the ONLY provider or products/service as described on the purchase requisition. A quotation MUST be attached, and the prices/terms set forth are deemed reasonable for the values presented.

Justification for Sole Source. Attach vendor documentation certifying that the vendor is the only source for the products or services in question and /or holds the production, copyrights, trademark, and/or holds production, copyrights, trademark, and/or patent to the item, and check the following applicable statements:

☐ The vendor holds the exclusive distribution rights for the item in question.

☐ The item/service to be purchased is the only item/service compatible with existing equipment owned by the City of Fort Pierce.

☐ The vendor is the single provider of goods or services which have unique characteristics essential to the needs of the program to perform the intended function AND no other product will be suitable for use by the City of Fort Pierce.

Describe what is unique about the product, service or source and steps taken to confirm unavailability of competition as appropriate:

☑ **Single Source.** The specified supplier was selected to complement/support the following business decision. A quotation MUST be attached, and the prices/terms set forth are

deemed reasonable for the values presented. Please check the appropriate box and provide additional information:

☐ Standardized System ☐ Parts provided by "OEM" ☑ Other (Please explain below):

The Indian Hills Recreation Area stormwater treatment utilizes a vegetated floating wetland system to improve the water quality prior to discharging excess stormwater into the Indian River Lagoon. Beemats LLC has a unique patented system and is the sole source for this system.

What steps were taken to verify that these features are not available elsewhere?

☐ Other brands/manufactures were examined. Please list names and phone numbers and explain why they are not suitable for use by the City. Attach additional pages as necessary.

☐ Other vendors were contacted. Please list their names and phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary.

Requestor Signature Venetia Barnes, P.E. Digitally signed by Venetia Barnes, P.E. Date: 2025.12.11 14:54:23 -05'00' Date 12/11/2025

Department Head Signature Mark Zrallack, P.E. Digitally signed by Mark Zrallack, P.E. Date: 2025.12.11 15:07:17 -05'00' Date 12/11/2025

The Purchasing Division has reviewed the request and has completed the required due diligence per the Purchasing Ordinances, Section 2-439(a)(5). The Purchasing Division recommends the following:

☐ Sole Source ☐ Single Source ☐ Piggyback

APPROVED BY

Purchasing Agent/Specialist

Name_____ Signature_____ Date_____

Purchasing Manager

Name Gelencia Carter Signature Gelencia Carter Digitally signed by Gelencia Carter Date: 2025.12.18 12:00:19 -05'00' Date 12-18-25

December 1, 2025

Venetia Barnes

City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954-1480

Re: Beemats

Dear Venetia,

As you know, our unique floating wetland system is patented (U.S. Patent No. 7,448,163 B2), and we are the sole source for this system. Beemats incorporate aquatic plants, grown in perforated pots, that encourage hydroponic root growth and the establishment of a periphyton community to aid in nutrient uptake and acquisition. Our system was developed based on the philosophy that certain plants, suspended in the water, will absorb and store excess nitrogen and phosphorus in competition with algae, duckweed, hydrilla and other nuisance plants. The periodic harvest of the plant biomass is a key component of active nutrient control, providing pollutant removal accountability. We have the only system on the market that allows regular biomass harvest. Thank you for your consideration on this project.

Steve Beeman

3637 State Road 44, New Smyrna Beach, FL 32168 Ph: 386-428-8578 Fax: 386-428-8879

Beemats

December 1, 2025

Good morning Venetia,

Please see the Sole Source letter and copies of original estimates from 11/2021 and the updated one from 10/2025.

Unfortunately we have had to raise our rates. Most of our clients pay $4.50 but the City of Fort Pierce is only raised to $4.20. We apologize for the increase but cost have risen over the past four years.

Thank you for your understanding.

Best Regards,

Steve Beeman, MS
Beemats LLC
3637 State Road 44
New Smyrna Beach, FL 32168

ESTIMATE

Beemats LLC
3637 State Road 44
New Smyrna Beach, FL 32168-8888

beemats@gmail.com
+1 (386) 428-8578
www.beemats.com

Bill to
City of Fort Pierce
PO Box 1480
Fort Pierce, Fl 34954-1480

Ship to
City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954-1480

Estimate details
Estimate no.: 1087
Estimate date: 10/24/2025

P.O. Number: Heathcote

#	Product or service	Description	Qty	Rate	Amount
1.		2026 MAINTENANCE CONTRACT			$0.00
2.					$0.00
3.	**A1-fl-Maintenance-1**	Maintenance of Mats, per sq.ft. @	42240	$4.20	$177,408.00
4.		** All islands will be harvested by trimming three times a year, with lab samples and interim report. ** Annual report ** Each harvest will be billed @ $1.50 per sq. ft. = $59,136.00			$0.00
5.		***Maintenance 1 - February 2026 ***Maintenance 2 - June 2026 ***Maintenance 3 - October 2026			

Total **$177,408.00**

Accepted date

Accepted by

Beemats LLC
3637 State Road 44
New Smyrna Beach, FL
32168-8888 US
3864288578
beemats@gmail.com
www.beemats.com

Estimate 11-682

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
City of Fort Pierce PO Box 1480 Fort Pierce, Fl 34954-1480	City of Fort Pierce PO Box 1480 Fort Pierce, FL 34954-1480	11/16/2021	$171,072.00	11/16/2021

SHIP DATE
10/04/2018

DESCRIPTION	QTY	RATE	AMOUNT
2021-2022			0.00
			0.00
Maintenance of Mats, per sq.ft. @	42,240	4.05	171,072.00
** All islands will be harvested by trimming every 4 months, with lab samples and interim report.			0.00
** Annual report - October 2022			
** Each harvest will be billed @ $1.35 per sq. ft. = $57,024.00			
** 4 islands will be replaced with new islands each year, at no additional charge, for the next 3 years.			

TOTAL $171,072.00

THANK YOU.

Thank you for your Business!

City Commission Regular Meeting - 5:05 PM **11. H.**

Meeting Date: 01/05/2026

Re: Approval of Specific Authorization No. 1 with Tetra Tech, Inc. for Community Rating System (CRS) and Climate Resilience Professional Support Services for the Building Department

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval of a Specific Authorization No. 1 with Tetra Tech, Inc. for Community Rating System (CRS) and Climate Resilience Professional Support Services for the Building Department in the amount of $12,000.00

SUMMARY:

On June 16, 2025, during the City Commission meeting, the Commission awarded RFQ No. 2025-009, for the Community Rating System (CRS) and Climate Resilience Support Services. The total cost for this project is $100,000.00 annually.

The contract includes maintaining and improving its CRS Class 6 rating, advancing to Class 5, and developing a climate resilience program. The consultant team will support ongoing activities related to FEMA's CRS program, flood mitigation, hazard identification, sea level rise adaptation, and regulatory compliance.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Amend or Deny Specific authorization

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Cosss, CFM, Assistant Director of Building

COORDINATED WITH:

Purchasing
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	y
Fiscal Year:	2026
Account:	4202902-534900

Amount: 100,000

FISCAL IMPACT:

Funding source: Building Department Service Funds

Attachments

City Attorney Memo
Specific Authorization No. 1
Tetra Tech CRS Proposal
RFQ 2025-009 Tetra Tech

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Shaun Coss, Assistant Director of Building, Building, Building Admin

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: Review Tetra Tech Inc, Specific Authorization No. 1 - CRS Support Services

CAO RLS FILE: 25-376

DATE: December 17, 2025

Per our discussions, the previously reviewed Request for Legal Services for Specific Authorization No. 1 with Tetra Tech is updated to include a signature line for the Mayor. As discussed, based on the length of the contract, Specific Authorizations for the Tetra Tech continuing service contract will need to be presented to the City Commission.

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

Thank you.

SPECIFIC AUTHORIZATION NO. 1

COMMUNITY RATING SYSTEM (CRS) AND CLIMATE RESILIENCE

PROFESSIONAL SUPPORT SERVICES

CONTINUING SERVICE AGREEMENT

SCOPE OF SERVICES

On this _____ day of _____, 2025, pursuant to the Continuing Service Agreement related to "RFQ No. 2025-009 – Community Rating System (CRS) and Climate Resilience Professional Support Services" (hereinafter referred to as "AGREEMENT") between the City of Fort Pierce (hereinafter referred to as "CITY") and Tetra Tech, Inc. (hereinafter referred to as "CONTRACTOR") dated October 20, 2025, the CITY authorizes the CONTRACTOR to provide CRS support services as detailed in this Specific Authorization (hereinafter referred to as "AUTHORIZATION").

The CITY desires CRS support services in the form of providing professional guidance and technical expertise to support the City of Fort Pierce for the upcoming CRS verification process; thereby maximizing CRS credit opportunities to support the City's continued participation and potential improvement with the CRS program, hereinafter referred to as the "Project".

Section 1 - Scope of Work and Schedule of Services

CONTRACTOR will furnish all labor, equipment, supervision, transportation, materials, tools, and incidentals necessary to perform the CRS support services, for this Project as described in Exhibit "A", which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

1. CITY Deliverables. The CITY shall provide the CONTRACTOR:
   a. Staff to contribute adequate time for this Project.
   b. Provide the appropriate materials as requested by the CONTRACTOR.
   c. Staff to review and critique final documentation to be submitted for any necessary follow-up after the visit.

2. CONTRACTOR Deliverables. The CONTRACTOR shall provide the following deliverables to the CITY as listed below and described in Exhibit "A":
   a. Prepare a report to outline the City's current participation in the CRS program

along with recommendations for increasing the City's score to facilitate moving to a CRS Class 5.

b. Meet with staff to review the report and discuss options for the City to participate in additional CRS Activities.
c. Provide up to four (4) virtual 1-hour meetings.

Section 3 - Method and Amount of Compensation

CITY will compensate CONTRACTOR for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit "A", which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services in this AUTHORIZATION is not to exceed $12,000.00.

Section 4 - City of Fort Pierce - Responsibilities

The CITY hereby designates the Building Director or their designee as the representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

(Remainder of Page Left Blank)

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the CONTRACTOR by its duly authorized officer, and the CITY OF FORT PIERCE has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____ Date: _____
Linda Hudson, Mayor

TETRA TECH, INC.

By: Georgia Vince Date: Dec 17, 2025
Georgia Vince, Director, Southeast Business Development
Tetra Tech, Inc.

APPROVED AS TO FORM & CORRECTNESS:

By:_____ Date: _____
Sara Hedges, City Attorney

November 14, 2025

SUBMITTED ELECTRONICALLY

Paul Thomas
City of Fort Pierce
100 N US Highway 1
Ft. Pierce FL 34950

SUBJECT: Proposal For CRS Support Tasks RFQ #2025-009

Dear Paul:

Tetra Tech, Inc. (Tetra Tech) is pleased to provide the following scope and cost proposal to the City of Fort Pierce for CRS Support Tasks through Contract for RFQ #2025-009. Tetra Tech will provide experienced personnel to support the coordination with representatives from the City of Fort Pierce as necessary. The Scope of Work (SOW), schedule and cost are included in Attachment A.

This proposal represents Tetra Tech's integrated approach to its business as applied to the specifications of this proposal. This proposal and all information contained herein is confidential, commercial information proprietary to Tetra Tech, Inc. The contents of this proposal shall not be disclosed, in whole or in part, for any purposes other than to evaluate this proposal.

We look forward to hearing from you to further discuss our proposal to support this project.

Sincerely,
Tetra Tech, Inc.



Georgia Vince
Director, Southeast Business Development

759 South Federal Highway, Suite 314 Stuart, FL 34994
Tel 772.781.3400 Fax 772.781.3411 www.tetratech.com

Attachment A

Scope of Work

Project Objective

The primary objectives of this effort are to:

- Provide professional guidance and technical expertise to support the City of Ft. Pierce for the upcoming CRS verification process.
- Maximize CRS credit opportunities to support the City's continued participation and potential improvement within the CRS program.

Project Approach

A thorough review of the CRS activities currently being credited will be conducted, and guidance will be provided on the ongoing maintenance of these activities. Virtual meetings will be held with appropriate City staff to review the requirements necessary to retain the City's existing CRS credits and to ensure continued compliance with the current CRS Manual in support of the City's goal of moving to a Class 5 rating.

The City is presently receiving CRS credit under the *2017/2021 CRS Coordinator's Manual*. It is anticipated that new or revised activities may need to be implemented to maintain or improve the City's CRS Class designation under the *2025 CRS Coordinator's Manual*. Guidance will be provided on identifying and pursuing those additional opportunities.

Scope of Services

Tetra Tech and subconsultant Lori Lehr will support the City of Ft. Pierce by coordinating with staff to collect information, review the City's current participation in the CRS program, and provide a written report to outline the CRS Activities and the documentation necessary to meet the City's goal of moving to a CRS Class 5.

Task 1. Prepare a report to outline the City's current participation in the CRS program along with recommendations for increasing the City's score to facilitate moving to a CRS Class 5.

Task 2. Meet with staff to review the report and discuss options for the City to participate in additional CRS Activities. This task includes up to four (4) virtual 1-hour meetings.

City of Ft. Pierce Expected Contribution

The City is expected to contribute adequate staff time for the following work:

- Provide the appropriate materials as requested.
- Staff time review and critique of final documentation to be submitted for any necessary follow-up after the visit.

Fee

The tasks below will be invoiced on a time and materials basis (T&M), not to exceed the estimated cost per task.

Task	**Cost**
Task 1. Path Forward Report	$10,000.00
Task 2. Staff Meeting	$2,000.00
	$12,000.00

Total Fee of $12,000

Schedule:

Tetra Tech and subconsultants will initiate Task 1 and 2 upon Notice to Proceed.

CITY OF FORT PIERCE

CONTINUING SERVICE AGREEMENT

RFQ NO. 2025-009 COMMUNITY RATING SYSTEM (CRS) AND CLIMATE RESILIENCE PROFESSIONAL SUPPORT SERVICES

This Agreement ("Agreement" or "Contract") entered into this day of October 20, 2025 is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("CITY"), and **Tetra Tech, Inc.,** a DELAWARE CORPORATION with its principal place of business at 759 S. Federal Highway, #314, Stuart, FL 34994 ("CONTRACTOR").

WHEREAS, pursuant to RFQ No. 2025-009, the CITY solicited the services of qualified contractors to assist the CITY in maintaining the Federal Emergency Management Agency's Community Rating System program Class 6 rating and advancing to Class 5; and develop and implement a resilience program; and

WHEREAS, the CONTRACTOR submitted a proposal that was evaluated by an evaluation committee who recommended award to CONTRACTOR; and

WHEREAS, on June 16, 2025, the City Commission authorized the award of RFQ No. 2025-009 to CONTRACTOR and authorized staff to initiate contract negotiations with the CONTRACTOR; and

WHEREAS, the CONTRACTOR is qualified and experienced in providing the solicited services; and

WHEREAS, the CITY is in need of such continued services; and

WHEREAS, the CONTRACTOR has agreed to provide said services to the CITY for the compensation set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. Contractor Services.

1.1 The CONTRACTOR will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of the CITY.

1.2 The CONTRACTOR will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered a continuing contract and work will be initiated on an assignment-by-assignment basis through a Specific Authorization.

1.3 A Specific Authorization from the CITY will be provided to the CONTRACTOR for each assignment awarded to the CONTRACTOR. The Specific Authorization shall set out the Scope of Work for the assignment, time of performance, and any other necessary terms.

1.4 Notwithstanding any other provision of this Agreement, the CONTRACTOR's performance of the Services will (1) conform to the specifications and requirements contained in the Bid 2025-009 ~ Community Rating System (CRS) and Climate Resilience Professional Support Services

(Rebid) and (2) conform with the CONTRACTOR's Bid dated February 3, 2025, attached as **Exhibit B**. To the extent that the Bid or the CONTRACTOR's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

2.1 Compensation to the CONTRACTOR will be included in each Specific Authorization and shall include all travel and expenses for the Services.

2.2 Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

2.2 Upon completion of the Services and acceptance by the CITY, the CONTRACTOR will submit an invoice setting forth amounts due to the CONTRACTOR. Each invoice will be accompanied by documentation that the CITY may reasonably request to support the invoice amount. The CITY will, within ten (10) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the CITY approves the amount or any portion of the amount, the CITY will promptly pay to the CONTRACTOR the amount approved so long as the CONTRACTOR is not in default under this Agreement. If the CITY disapproves any invoice amount, the CITY will give the CONTRACTOR specific reasons for its disapproval in writing, within ten (10) days from the date it receives an improper payment request or invoice. The CONTRACTOR will submit invoices to the CITY as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

3. Term.

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate three (3) years from the Effective Date**,** unless earlier terminated in accordance with Section 8. The CITY will have the option to renew this Agreement for two (2) additional one (1) year periods, or portion thereof, up to a period of 60 months.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations

4.1 The CONTRACTOR warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for the CONTRACTOR's performance of this Agreement.

4.2 The CONTRACTOR will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with the CONTRACTOR's performance of this Agreement.

4.3 The CONTRACTOR will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and

regulations.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by the CONTRACTOR or any CONTRACTOR's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by the CITY, are the sole property of the CITY and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 The CONTRACTOR grants and assigns to the CITY all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 The CONTRACTOR will deliver all Work Material to the CITY upon expiration or termination of this Agreement. The CITY will have the right to use the Work Material for the completion of the Services or otherwise. The CITY may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by the CONTRACTOR or any other party unless expressly authorized by the CITY in writing. The CONTRACTOR will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

6.1 The CONTRACTOR shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to the CONTRACTOR by the CITY or other information to which the CONTRACTOR had access during the term of this Agreement without the prior written approval of the City Attorney.

6.2 The CONTRACTOR will not make any press releases, public statements, or advertisement referring to the services or the engagement of the CONTRACTOR as an independent contractor of the CITY in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of the CITY.

6.3 The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records.

The CITY strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, the CONTRACTOR shall comply with all public records laws, specifically to:

7.1 Keep and maintain public records required by the CITY to perform the service.

7.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119,

Florida Statutes, or as otherwise provided by law.

7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

7.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 The CITY may terminate this Agreement immediately in the event of the filing by or against the CONTRACTOR of a petition for relief in bankruptcy or for receivership, or in the event that the CONTRACTOR becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, the CONTRACTOR will deliver to the appropriate representative of the CITY all Work Material related to the services performed by the CONTRACTOR in the format requested by the CITY together with any keys, identification badges, or equipment owned by the CITY.

8.5 Termination under Sections 8.1 or 8.6 will not relieve the CONTRACTOR from liability for any default or breach under this Agreement or any other act or omission of the

CONTRACTOR.

8.6 The CITY may terminate this Agreement, without cause, upon written notice to the CONTRACTOR. At such time, the CONTRACTOR will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification.

The CONTRACTOR will indemnify and hold harmless the CITY, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of the CONTRACTOR's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of the CONTRACTOR or its officers, agents, or employees in the performance of this Agreement.

The CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

10. Insurance.

The CONTRACTOR shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY.

As evidence of compliance with the insurance required herein, the CONTRACTOR shall furnish the CITY with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the CITY and its officials, board members, officers and employees as Additional Insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the CITY. Such evidence shall include thirty (30) days written notice of cancellation to the CITY for all coverage.

To the extent the CONTRACTOR is permitted to and elects to subcontract any of the work performed under this Agreement, the CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance, or as soon as feasible, as long as coverage is continuous during the contract period.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease-Policy Limit
	$1,000,000	Disease-Each Employee

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogation against the CITY and their officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with the CITY and its officials, board members, officers and employees scheduled thereon.

General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or CONTRACTORs – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and

Property Damage Liability Combined $1,000,000

Professional Liability Insurance

Such insurance shall be on a form acceptable to the CITY and shall cover the CONTRACTOR for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required, and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If the CONTRACTOR subcontracts any of the work, the CONTRACTOR shall either include the subcontractors in the CONTRACTOR's coverage or require the subcontractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum cover the CONTRACTOR and subcontractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the CITY and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

Cyber Liability & Data Storage

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to any insurance or self-insurance maintained by the CITY. Any insurance or self-insurance maintained by the CITY shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the CITY hereunder, the insurance maintained by the CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, the CONTRACTOR shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the CITY, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR or any subcontractor. Any remedy provided to the CITY by the insurance provided by the CONTRACTOR shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from the responsibility to provide insurance as required by this Agreement.

The CONTRACTOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitutes a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another contractor without the CITY incurring any liability to the CONTRACTOR.

At its sole discretion in the event CONTRACTOR fails to maintain any required insurance, the CITY may obtain insurance required hereunder, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

The CONTRACTOR shall furnish to the CITY Certificates of Insurance allowing thirty (30) days' notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(ACCORD) "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."

If the insurance policies expire during the terms of the Agreement, a renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured

City of Fort Pierce and its members, officials, officers and employees.

11. Independent Contractor.

The CONTRACTOR is and shall at all times be deemed to be an independent contractor for all purposes under this Agreement and shall not be deemed to be a representative, agent, or employee of the CITY in the performance of the Services.

12. Sovereign Immunity.

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13. Written Authorization Required.

The CONTRACTOR shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from the CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's risk and without payment.

14. Waiver of Jury Trial.

BOTH THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVE 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.

15. Notice.

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to CITY:
Paul Thomas, CBO,CFM
Director of Building
100 North U.S. Hwy 1
Fort Pierce, FL 34950

With a Copies To:
Gelencia Carter
Purchasing Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950

Phone: 772-467-3195

Phone: 772-467-3102

City Attorney
100 North U.S. Hwy 1
Fort Pierce, FL 34950

As to CONTRACTOR:
Brian Proctor
Vice President,
SE Operations
759 S Federal Hwy.
#314
Stuart, FL 34994
Phone: 772-341-0432

16. Miscellaneous.

16.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

16.2 Representations and Warranties by Contractor. If the CONTRACTOR is a corporation or a limited liability company, the CONTRACTOR warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of the CONTRACTOR has been duly authorized to act for and bind the CONTRACTOR.

16.3 Taxes. The CITY is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the CITY.

16.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between the CONTRACTOR and the CITY and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of the CITY and the CONTRACTOR.

16.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

16.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

16.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the CONTRACTOR and the CITY. Unless otherwise directed by the CITY, the CONTRACTOR shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the CITY or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the CITY shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

16.9 Conflict of Interest. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

16.10 Non- Discrimination. The CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

16.11 E-Verify. All requirements of Section 448.095, Florida Statutes, shall be complied with by the CONTRACTOR. In accordance with, Section 448.095, Florida Statutes, the CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, the CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of

the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. The CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. The CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

CONTRACTOR:
TETRA TECH, INC.

By: _____

Name: Brian Proctor

Title: VP, SE Operations Manager

Date: 09/26/2025

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

10/20/25
Date

Approved as to form and correctness:

By: _____
Sara Hedges, City Attorney

Attached: **Exhibit "A" – Statement of Work**
Exhibit "B" – Contractor's Proposal
Exhibit "C" – Affidavit Regarding the use Coercion for Labor or Services

EXHIBIT "A"
STATEMENT OF WORK

1. The CONTRACTOR will assist in maximizing points in the CITY's current activities and implementing new activities in order to obtain a class 5 rating or better during the 2026 cycle visit.

2. The CONTRACTOR will assist in gathering, organizing and providing required documentation to ISO/CRS Specialist on an annual basis, to include:

   a) The CONTRACTOR will review documentation from the CITY's previous CRS cycle verification, identify the CRS activities that are currently credited, and identify the documentation requirements to maintain the current credit if applicable in the 2017 CRS Coordinator's Manual and the 2021 Addendum to the 2017 CRS Manual. The CONTRACTOR will identify potential new credit along with the documentation requirements for additional credit under the 2017 CRS Coordinator's Manual and the 2021 Addendum to the 2017 CRS Manual.

   b) The CONTRACTOR will conduct in-person meetings with the CITY staff to review the current CRS program and to discuss the additional documentation requirements for the CITY's CRS cycle verification visit.

   c) The CONTRACTOR will provide a report of preliminary findings to the Floodplain Administrator. This report shall include the documentation requirements for the CRS activities discussed during the interview process along with suggestions for activities that the CITY may want to implement for additional CRS credit.

   d) The CONTRACTOR will assist in preparing ordinances, manuals, and procedures in order to implement or maximize CRS credits.

   e) The CONTRACTOR will prepare documentation for the Cycle Verification**.** At a time agreed upon by both parties and prior to the 2026 CRS Verification visit, the CITY will submit, for review, the documentation outlined in the written CRS Review Report. The documentation will be processed and prepared for submission to ISO. The CONTRACTOR is expected to coordinate with CITY staff to obtain the documentation in the format that is required by the CRS program. All the collected documentation will be merged to a PDF format that is organized to assure maximum CRS credit by the ISO/CRS Specialist. The completed CRS cycle verification document will be submitted on or before the CRS cycle verification visit date.

   f) The CONTRACTOR will attend the CRS cycle verification visit and any required follow up visits.

   g) If the ISO/CRS Specialist request additional documentation or a modification to the submitted documentation, the CONTRACTOR assist the CITY staff with the follow-up requests until all requests are satisfied.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR QUALIFICATIONS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467- 3102	RFQ No: 2025-009
Pre-Qualification Conference Time & Date: N/A	RFQ Title: COMMUNITY RATING SYSTEM (CRS) AND CLIMATE RESILIENCE PROFESSIONAL SUPPORT SERVICES (REBID)
Pre-Qualification Conference Location: N/A	RFQ Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFQ Due Date & Time: 3:00 PM, MONDAY, FEBRUARY 3, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Proposer Name: TESTRA TECH, INC. Mailing Address: 759 S. FEDERAL HWY #314 STUART, FL 34994	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the proposer.* X Brian Proctor Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: Brian Proctor
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: VICE PRESIDENT, SOUTHEAST OPERATIONS
Incorporated in the State of: DELAWARE Year:	Delivery in _____ days, ARO
Phone Number: 772 341 0432	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 95-4148514
E-Mail Address: BRIAN.PROCTOR@TESTRATECH.com	Local Business: ___Y X N MWBE: ___Y X N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Community Rating System (CRS) and Climate Resilience Professional Support Services (REBID)



RFP No. 2025-009
February 3, 2025

TETRA TECH

Table of Contents

Tab 1. Executive Summary **1**

Tab 2. Firm's Qualifications and Experience **4**

Experience with CRS Programs 5
GIS and Modeling Experience 7
Experience with Climate Change Adaptation and Resilience Analysis and Planning 8
Climate Change Impact Analysis 9
Repetitive Loss Area Analysis (RLAA) & Final Report 10
Economic Analysis 10
Resilient Florida Experience 11
Community Outreach and Engagement Experience 11
Experience with Resilience Focused Funding 12
Grant Funding Experience 12

Tab 3. Key Personnel **13**

Subcontracting Partner – Lori Lehr, CFM 17
Subcontracting Partner – Erin Deady, PA 17

Tab 4. Service **22**

Relevant Project Experience 22
St. Lucie County Stormwater Master Plan 23
St. Lucie County Vulnerability Assessment 24

Tab 5. References **30**

Tab 6. Required Forms **31**

List of Exhibits

Exhibit 1. Tetra Tech Florida Offices 4
Exhibit 2. CRS Points Tetra Tech's FMPs and HMPs Earned 6
Exhibit 3. Class Score Reductions Achieved – Lori Lehr, Inc. 6
Exhibit 4. Team's Organization Chart 16
Exhibit 5. Qualifications of Key Personnel 18
Exhibit 6. Example Florida Resilience Experience 25
Exhibit 7. Sample Stakeholder and Community Engagement Experience 27
Exhibit 8. Sample GIS and Modeling Experience 28
Exhibit 9. References to be Contacted by the City of Fort Pierce 30

List of Appendices

Appendix A Resumes

Tab 1. Executive Summary

Tetra Tech, Inc. (Tetra Tech) is a national leader in technical support to help communities join FEMA's CRS program, maintain, and/or increase their ranking to maximize their potential. Tetra Tech's depth of understanding of the Disaster Mitigation Act of 2000, NFIP, CRS program, and local floodplain management allows us to develop and conduct a planning process that supports these programs, promotes participation, and increases the benefits to local program administrators and policyholders. Tetra Tech has worked with counties and communities across the country to help them succeed in the CRS program, including developing local floodplain management plans, hazard mitigation plans, and repetitive loss area analysis that meet CRS credit criteria.

Our team has extensive experience in the field of floodplain management; we helped four of the five highest-rated CRS jurisdictions in the nation to achieve their remarkable status. Tetra Tech has helped over 40 CRS communities enhance their ratings, with notable achievements like Roseville, CA achieving Class 1 and King County, WA as Class 2, and Pierce County, WA as Class 3. We've also prepared 300 FEMA-compliant local HMPs with an average CRS Activity 510 score of 318 points, compared to the nationwide average of 171 points.

For this contract Tetra Tech has teamed with two small businesses, **Lori Lehr** and **Erin L. Deady, P.A**. Tetra Tech has successfully teamed with these firms on other CRS and Resilience related contracts. Lori Lehr is a Certified Floodplain Manager with expertise in the NFIP CRS Program and has teamed with Erin Deady on eight Watershed Master Plans in accordance with Floodplain Manager Coordinator's Manual criteria in Section 452.b. Lori Lehr has helped 22 communities in Florida supplementing Tetra Tech's national experience with local experience within the State of Florida including St. Lucie County. Erin Deady is a known policy expert on resiliency, codes and policy implementation for CRS projects and Vulnerability Assessment. The combined experience of this team is unparalleled statewide. ***It should be noted that the Florida Division of Emergency Management (FDEM) has recently extended the grant deadline for its Watershed Planning Program to fund up to 75% of the cost for Stormwater Master Plans and CRS-based Watershed Management Plans to February 28, 2025. As such, the City has an immediate opportunity to fund these resiliency and hazard planning initiatives by submitting a grant application for this program.***

Critical to note, the Tetra Tech team is currently contracted with St. Lucie County on two projects that outline our knowledge of the water management issues as well as projected future climate change impacts. Tetra Tech is currently developing the future conditions ICPR hydraulic model for the County's **Stormwater Master Plan** which will include future sea level rise conditions. Additionally, the Tetra Tech team (including Erin Deady) has been leading the St. Lucie County-wide **Resilient Florida Vulnerability Assessment and Regional Resilience** which includes the evaluation of the City of Fort Pierce's critical assets and it's vulnerability to current and future flooding scenarios. This local experience with already-existing GIS and H&H modeling will be leveraged to support both CRS and Resilience Planning efforts for the City of Fort Pierce.

During the last few years, we have gained extensive experience in holding virtual public meetings due to COVID-19 restrictions using various platforms such as Microsoft Teams, Zoom, and GoTo Meeting. Involving the general public as well as the appropriate agencies, governments, and other stakeholder groups is also a cornerstone of the approach to successful public outreach efforts and most importantly, identifying improvements that are accepted by the community intended to be served.

The Tetra Tech Team utilized information we collect from stakeholders and public outreach meetings to help develop Resilience and Adaptation Plans for several clients including the City of Hollywood, the City of Key West, St Lucie County and Palm Beach County. Our plans first identify adaptation strategies for infrastructure, critical assets, natural areas, economics, and policy recommendations for the local government's Comprehensive Plan and Code. Each community prioritizes their adaptation strategies and plans are outlined with a timeframe or schedule and cost for implementation. Tetra Tech also has provided conceptual plans for the prioritized projects to support grant funding applications with the intent that the projects identified in the plan will be implemented in the timeframe necessary to create a more resilient community.

The Tetra Tech team has the experience to support the City of Fort Pierce to maintain the current CRS Class 6 rating and assist in advancing to Class 5 in addition to developing and implementing a successful resilience program. We believe that this local team with extensive St. Lucie County and Ft. Pierce-specific experience to assist in CRS programs and resilience as well as our proven track record on previous and current projects will provide you with the quality products you need and a more resilient future for your community.

For this contract, Tetra Tech has included two Small Business subconsultants: **Lori Lehr, Inc. and Erin Deady, PA.** Tetra Tech has successfully teamed with these firms on other CRS and Resilience related contracts. Lori Lehr is a Certified Floodplain Manager with expertise in the NFIP CRS Program and has teamed with Erin Deady on several Watershed Master Plans in accordance with the sea level rise criteria in Section 452.b. Additional information about them can be found in **Tab 3. Key Personnel.**

Why Partner with Tetra Tech?

- Trusted by more than **500 communities around the country** as a disaster preparedness, response, recovery, or mitigation consultant
- More than **115 Florida counties and municipalities** served in such areas as public assistance, disaster and debris recovery, mitigation planning, and more
- **Resilient Florida** planning experience with clients such as **St. Lucie County, Indian River County, Palm Beach County, the City of Hollywood,** and the **City of Key West**
- Trusted partner with the **City of Fort Pierce.**
- Extensive CDBG action plan development experience including program implementation and grant development
- Leverage innovative tools and technology to measure resilience success across planning mechanisms

Experience with CRS Programs

Tetra Tech is a national leader in technical support to help communities join FEMA's CRS program, maintain, and/or increase their ranking to maximize their potential. Tetra Tech's depth of understanding of the Disaster Mitigation Act of 2000, NFIP, CRS program, and local floodplain management allows us to develop and conduct a planning process that supports these programs, promotes participation, and increases the benefits to local program administrators and policyholders. Tetra Tech has worked with counties and communities across the country to help them succeed in the CRS program, including developing local floodplain management plans, hazard mitigation plans, and repetitive loss area analysis that meet CRS credit criteria.

Tetra Tech has an extensive understanding of the CRS credit criteria requirements between CRS Activity 510-Floodplain Management Plan, Repetitive Loss Area Analysis, and Substantial Damage Management Plan elements.

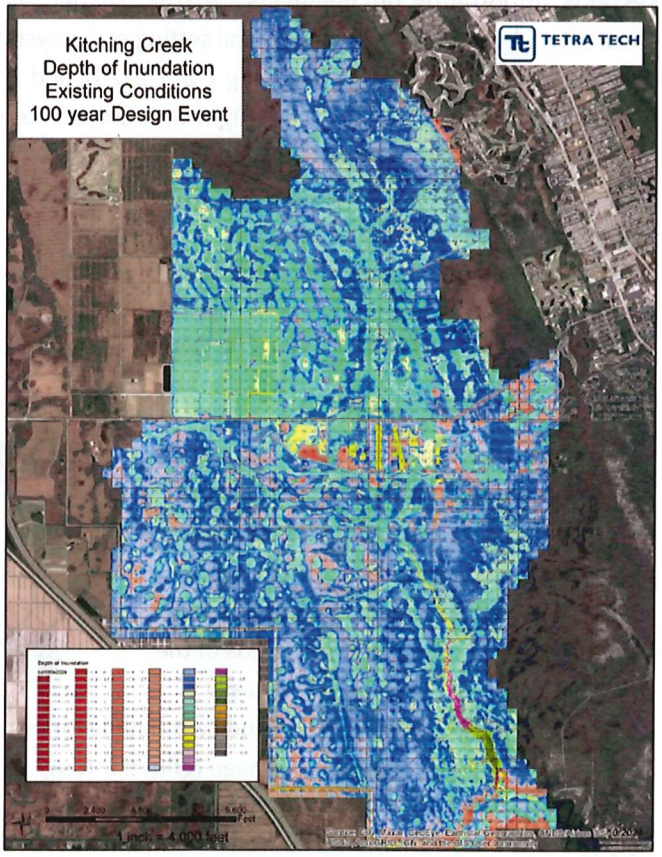
Our team has extensive experience in the field of floodplain management; we helped four of the five highest-rated CRS jurisdictions in the nation to achieve their remarkable status. Tetra Tech has helped over 40 CRS communities enhance their ratings, with notable achievements like Roseville, CA achieving Class 1 and King County, WA as Class 2, and Pierce County, WA as Class 3. We've also prepared 300 FEMA-compliant local HMPs with an average CRS Activity 510 score of 318 points, compared to the nationwide average of 171 points.

Maximizing the CRS credit potential for those jurisdictions participating or considering participation in the CRS program is an added value of the Tetra Tech technical approach. Our standard approach evolved from the CRS ten-step planning process. Tetra Tech is a national leader in providing technical support to communities wishing to maximize their CRS potential resulting in a reduction, by the maximum percentage possible, in their residential and commercial NFIP flood insurance premium rates. Exhibit 2 illustrates how plans developed by Tetra Tech have scored under the CRS program.

GIS and Modeling Experience

Our GIS experts keep current with the ever-expanding set of tools available for geospatial data management and visualization, which allow them to develop and customize data products for local needs. Many of these products involve integrating diverse data, developing indicators, and customizing GIS tools for access, analysis, and display of complex information. Along with GIS technical expertise, our team brings a deep understanding of the science behind the data, grounded in years of experience in freshwater, estuarine, and coastal ecology; water quality; and watershed management. Translating technical information to the public or targeted audiences is a particular forte of our communications experts, who work regularly with our scientific and GIS staff to develop products that convey clear, understandable, and effective messages. Our modelers have experience with a variety of coastal dynamics modeling tools including FEMA-HAZUS, ADCIRC, CMS-Flow, CMS-Wave, and STWAVE. We also have experience with sea level rise data and scenarios developed by the U.S. Army Corps of Engineers (USACE) and the National Oceanographic and Atmospheric Administration (NOAA), which are used in the Sea Level Scenario Sketch Planning Tool. Tetra Tech is extremely familiar with the Resilient Florida program requirements, including experience performing the GIS analysis, identifying the critical asset inventory, conducting sensitivity and exposure analysis, and mapping focus areas.

Tetra Tech has over two decades of experience studying flooding problems and solutions for the USACE, National Resource Conservation Service (NRCS), state agencies, and local agencies. Our expertise and knowledge in evaluating hydrologic systems is applied on specific water resource project types, including: water resource and flood damage assessment; stormwater infrastructure and drainage assessment and design; flood control design (including dams, channels, levees, detention basins and bank protection); hydraulic structure designs; erosion/sedimentation studies; stream restoration and wetland design projects; dam and levee safety evaluations; reservoir operation/optimization studies; flood control and floodplain management studies and mapping; development of flood warning systems; dam break flood studies and contingency planning; and surface and groundwater supply analysis.



Tetra Tech's proprietary S2DMM Model is certified by the FEMA NFIP program for use in flood hazard mapping and accepted by the South Florida Water Management District for hydrologic/hydrodynamic model applications for long term simulations (multiple years) of hydro-periods and hydro-patterns. Its ability to simultaneously model surface water and groundwater flow makes it ideally suited for conditions in Florida for the

recover from and become more resilient to natural disasters. Tetra Tech has led or been engaged with 4 of the 10 projects from Rebuild by Design, a U.S. Department of Housing and Urban Development's (HUD) program to rebuild the Sandy-impacted area and rebuild with science-driven approaches to long-term resilience. Similarly, our team members have led multiple efforts from HUD's National Disaster Resilience Competition. We have worked with multiple cities on their resilience strategies through the 100 Resilient Cities program. Our leadership, expertise, and innovation has received national recognition. **Tetra Tech was awarded the Federal Emergency Management Agency's (FEMA) first-ever national Excellence in Mitigation Innovation Award for our Greater Muncy Area Resilience Plan.**

Project Highlight: Tetra Tech owns a proprietary S2DMM Model is certified by the FEMA NFIP program for use in flood hazard mapping and accepted by the South Florida Water Management District for hydrologic/hydrodynamic model applications for long term simulations (multiple years) of hydro-periods and hydro-patterns. Its abaility to simultaneiously model surface water and groundatwer flow makes it ideally suited for conditions in Florida for the assessment of short term flood flooding events as well as long term impacts to groundwater such as those asocciated with sea level rise. The model has been used extensively throughout Florida to evaluate both flood hazards and hydrologic restoration projects including the Cypress Creek and Kitching Creek Flowways in Martin County.

Tetra Tech has been on the cutting edge of climate-focused initiatives—investigating climate change effects and responses, conducting vulnerability assessments, and completing adaptation planning for aquatic ecosystems and water resource infrastructure. For nearly three decades, we have worked collaboratively with local and state governments to design resilience programs and develop actionable measures to achieve long-term resilience. Tetra Tech uses a holistic planning approach that considers socioeconomic concerns, integrates nature-based solutions, and builds capacity and capability for programmatic success.

We recognize that public engagement increases the visibility of a planning effort and is key to the successful implementation of any plan, and we have successfully implemented workshop-style meetings coupled with tools and technology to gather valuable input and achieve buy-in.

Climate Change Impact Analysis

Tetra Tech is one of the foremost firms in the nation in the fields of natural hazard risk assessment and community climate resilience planning. Our recovery and resiliency services incorporate a combination of advanced scientific modeling, community and economic analysis, feasibility assessments, and robust public outreach strategies to identify the most effective projects that will reduce a community's vulnerability to future disasters. Through in-depth risk analysis, community assessments, hydraulic analysis, and project design, Tetra Tech works to develop practical and cost-conscious strategies that provide a comprehensive roadmap for communities to rebuild in the wake of disasters and better prepare for future hazards by making them more resilient.

We have conducted more than 250 projects (state, county, and local municipality levels) as the premier consultant to support the adaptation planning process regarding addressing climate hazards, including coastal and riparian flooding, sea level rise, drought, wildfire, and water management.

Resilient Florida Experience

The Tetra Tech team offers a full suite of services and subject-matter experts across our various team members to prepare vulnerability assessments, mitigate hazard risk, adapt to the changing climate, and build community resilience in Florida. We offer more than the typical technical team by including partners well-experienced in vulnerability, adaptation, and resiliency planning including policy, legal, communications, and outreach. We work collaboratively with local governments to design resilience programs and develop and implement resilience to achieve long-term resilience.

Our expertise spans the continuum of resiliency— helping communities prepare for, withstand, respond, and adapt to climate change through tangible implementation. While the Tetra Tech team is uniquely experienced and has a highly qualified team to support this work, we are first and foremost committed to listening to the input of stakeholders, bringing forth local knowledge and expertise from within the community, applying what we learn in planning, and providing focused technical support as needed.

In the Florida, climate resilience planning has become a more statewide focus with the development of programmatic guidance as well as significant funding streams. The policy making arm of this movement began in 2010 when local governments were required to address the reduction of greenhouse gas emissions in four separate elements of their comprehensive plans. In 2011, adaptation action areas became a permissible designation within local governments' comprehensive plans and, starting in 2015, local governments were required to address the "perils of flood" in the coastal element of the comprehensive plan. The Florida Department of Environmental Protection (DEP) began funding smaller planning grants to communities to launch vulnerability planning efforts through "Resilience Planning Grants." However, the funding in those early years grew exponentially with the passage of Section 380.093, Florida Statutes (F.S.), in 2021 (known as "Always Ready" or the "Resilient Florida" program). With larger resources, DEP is now able to provide more meaningful funding to further climate resilience planning efforts.

The Tetra Tech team has completed several Resilient Florida planning grant vulnerability assessments and adaptation plans that have been accepted by the State. Additional details have been provided in Tab 4.

Community Outreach and Engagement Experience

Our approach involves collaborating with the community to understand their needs to build a strong foundation for successful plan implementation. This centers on organizing an inclusive process to develop people-driven solutions that are authentic and place-based.

Tetra Tech designs facilitation processes that bring together stakeholders with diverse perspectives, generate understanding, and result in consensus on recommended choices. Our approach involves deliberate, continuous, and effective communication and outreach with key stakeholders throughout every phase of our projects; an understanding of stakeholder commitments and the demands placed on their time; and an understanding of the realities and technical issues required for effective emergency response. We believe that successful plans, especially those for urban areas, are often defined by the integration of engagement and outreach efforts during the planning process.

Our team includes engagement specialists and planners who understand the challenges of engaging and communicating with target audiences, often with specific cultural, socioeconomic, religious, or language nuances. Our team develops content that is accessible by the disability, access, and functional needs

Tab 3. Key Personnel

Our project management team, consisting of Georgia Vince, Project Manager, and Jaleesa Tate, CFM as Deputy Project Manager. The project management team will coordinate with the City, oversee the project and task administration, and ensure that the project meets deadlines, budgets, and goals. Ms. Vince will be the main point of contact for the City and will work with the technical leads to assign personnel and resources, oversee all work activities, and provide QA/QC of project deliverables in accordance with the project schedule and deliverable deadlines. The Team's organization is shown in Exhibit 4.

Key Staff Highlights are below:

TETRA TECH

Georgia Vince
Project Manager
Years' Experience: 23
Years w/Tetra Tech: 13
Education: BS, Oceanography

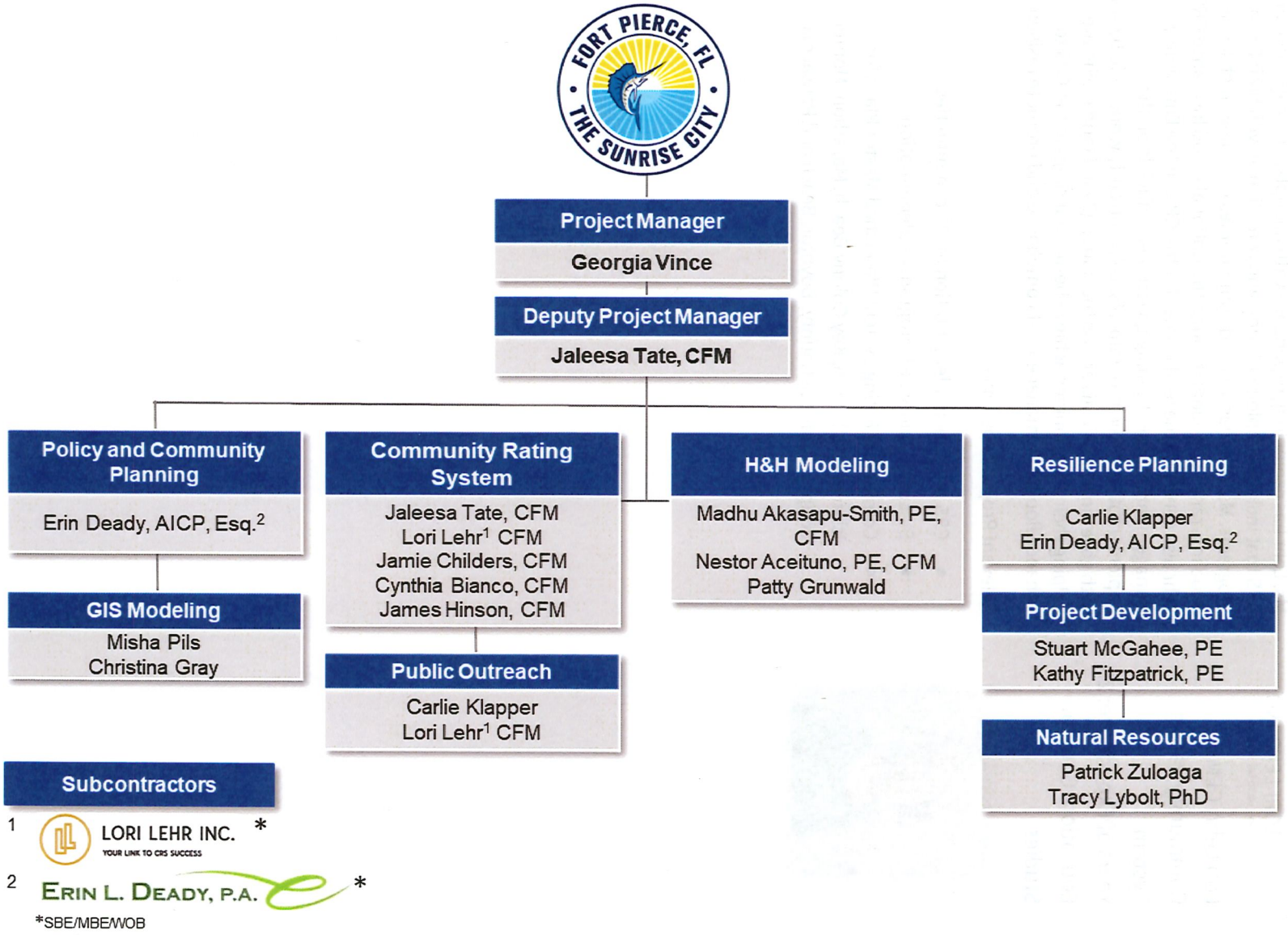


Ms. Vince has 23 years of experience with environmental programs and 12 years with project management. Ms. Vince has managed projects of all sizes with budgets of over $2 million. She recently was project manager for the St. Lucie County VA completed in 2021 and is currently the project manager for the Updated VA and Regional Resilience Plan. Her background in water resources, regulatory and permitting programs for state, federal, and local levels of government has provided her with a detailed understating of Florida's regional water systems and regulatory framework. Ms. Vince has extensive experience in public speaking and coordinating with stakeholders on sensitive environmental issues. She is well known for her abilities to meet project schedules and stay within budget with a high level of client satisfaction.

Relevant Project Experience

- St. Lucie County VA, FL
- Palm Beach County Vulnerability Assessment and Resilience Action Plan, FL
- City of Hollywood Vulnerability Assessment Update, FL

Exhibit 4. Team's Organization Chart



Subcontracting Partner – Lori Lehr, CFM

LORI LEHR INC.
YOUR LINK TO CRS SUCCESS

Lori Lehr achieved her certification as a Certified Floodplain Manager (CFM) by the Association of State Floodplain Managers, Inc. in 2000 and has been involved in the floodplain management industry since that time. She started in the City of St. Petersburg serving as the floodplain administrator, building permit construction reviewer, and acting as a liaison between the city and FEMA. She has over 8 years of specific experience as a Community Rating System (CRS) Specialist working with Insurance Services Office (ISO). She is well-versed in all iterations of the CRS Manual and in implementation of the manuals under the most current CRS guidelines. While working with ISO, she submitted over 120 CRS verification files to FEMA, many of which resulted in a CRS class improvement for those communities. She also recertified over 80 communities in the CRS program on an annual basis. She has extensive knowledge and experience with CRS audits and verification processes that can assist communities in reaching their CRS goals. She is currently participating on teams to conduct 8 CRS Watershed Management Plans.

In 2015, Lori Lehr started **Lori Lehr Inc.,** and as a consultant, she assisted numerous communities in Florida to make applications to the CRS program as well as to achieve CRS class improvements and maintain their CRS programs annually. In addition to having over 20 years of experience in nearly all iterations of the CRS program, she is well-versed in assisting communities to achieve and maintain compliance with the National Flood Insurance Program.

Subcontracting Partner – Erin Deady, PA

ERIN L. DEADY, P.A.

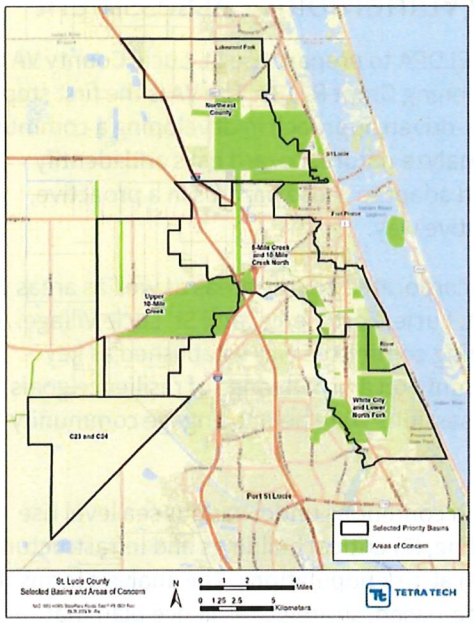
We have teamed with **Erin L. Deady, PA,** (ELDPA), a Delray Beach-based firm that has completed numerous planning, code, Vulnerability Assessments, and resilience projects throughout all parts of Florida and has provided input and guidance to the Florida Department of Environmental Protection (DEP) for Resilient Florida Program development. ELDPA continues to coordinate directly with agency staff on rule interpretation on several key aspects of the program. ELDPA teamed with Tetra Tech on the first St. Lucie County VA completed in 2021 and has written numerous successful grant applications for the County under the Resilient Florida Program and wrote a successful $15 million application for the Fort Pierce Utilities Authority. Ms. Deady is also a team member on the St. Lucie County Stormwater Master Plan being led by Tetra Tech. She is also teamed with Tetra Tech on the Palm Beach County VA and City of Hollywood VA and has developed the policy implementation approach for numerous clients throughout Florida. She led Monroe County's resiliency efforts for over 12 years and has led the team conducting the vulnerability work in Martin County. She is currently leading six CRS Watershed Management Plans and participating on teams to conduct two more.

	Name / Title	Licenses and Certifications	Qualifications	Experience in Area(s) of Service	Awards and Organizational Membership
3	**Erin Deady[2]** Policy and Community Planning	American Institute of Certified Planners (AICP), Esq. (Florida Bar #367310)	Erin Deady has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into Comprehensive Plans. She has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments. She has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes.	• **City of West Palm Beach VA** • **St. Lucie County VA and Regional Resilience Plan, FL** • **Indian River County VA, FL** • **Palm Beach County VA and Resilience Action Plan, FL** • **City of Hollywood VA Update, FL** • **City of Key West VA and Climate Adaptation Plan, FL** • **Watershed Master Plans for Islamorada, Layton, Key Colony Beach, Marathon, Monroe County, Boynton Beach and Pensacola**	Florida Chapter of the American Planning Association Member of the Environmental and Land Use Law Section, 2002-Present
4	**Lori Lehr[1]. CFM** Community Rating System	Certified Floodplain Manager (CFM)	Lori Lehr has career long experience with floodplain management and Community Rating System that includes implementation and compliance with both FEMA programs. Lori has assisted communities to achieve high levels of flood insurance discounts through the National Flood Insurance Community Rating System. She also served as the lead trainer for the Community Rating System, at the Emergency Management Institute training government officials on the implementation of the program. Lori currently works side by side with government officials across the nation help their communities achieve better standings in the Community Rating System to enhance floodplain management compliance and promote resilience.	• **Community Rating System Implementation and Compliance** • **National Flood Insurance Program Compliance** • **Florida Building Code**	Certified Floodplain Manager, Association of State Floodplain Managers

	Name / Title	Licenses and Certifications	Qualifications	Experience in Area(s) of Service	Awards and Organizational Membership
7	**Misha Pils** GIS Modeling	N/A	Misha Plis is an Environmental Scientist with 20 years of experience specializing in geographic information systems (GIS) related programs such as ESRI ArcGIS Desktop Suite and SDE, ESRI Model Builder/Python ArcGIS, ESRI ArcGIS Online, ESRI ArcGIS Pro, ESRI Collector, JambWOW, ESRI ArcView 3.3, MapWindow, Google Earth, SAGA and database management programs such as MS Access, Excel and the Water Resources Database (WRDB), Trimble Feature Definition Manager, with AutoCAD, Civil 3D, RSMeans Costworks, as well as familiarity, Bentley Water CAD, Water GEMS Suite, Innovyze Info Water and H20Map Suite. Mr. Plis also has experience with watershed hydrology and water quality modeling using the Loading Simulation Program in C++ (LSPC), and CHAMP modeling, and septic tank nutrient loading modeling with ArcNLET.	• **St. Lucie County VA and Regional Resilience Plan, FL** • **Stormwater Master Plan, St. Lucie County, FL** • **Lake Istokpoga Basin Modeling, Florida DEP, FL** • **Strategic Policy Plan on Florida's Oceans and Coasts, Florida Ocean Alliance, Statewide, FL**	
8	**Christina Gray** GIS Modeling	Certified Mapping Technologist (CMT) (LT076), GIS Graduate Certificate, Geologist in Training, Oregon (T2575)	Christina Gray has 6 years of experience acquiring, processing, and creating topobathymetric LiDAR deliverables for projects that cover a variety of environments. These projects include hazard mapping, natural disaster relief, defense, and environmental surveying. She has experience with all parts of topobathymetric LiDAR process, from ground control survey, sensor operation, quality checks, creating and running automated cleaning algorithms, managing and training editing staff, creating final deliverables, and edits for client feedback. Additionally, Christina has lead work for vulnerability assessments for St. Lucie and Indian River counties, compiling county provided and publicly available asset lists and comparing the assets to multiple sea level rise scenarios, rainfall depth grids and storm surge to help guide future mitigation plans.	• **St. Lucie County VA and Regional Resilience Plan, FL** • **Indian River County VA, FL** • **Shoreline Mapping for the Coastal Mapping Project, National Ocean and Atmospheric Administration National Geodetic Survey**	N/A

[1] *SBE/MBE/WOB Subconsultant Firm Lori Lehr, Inc.*

[2] *SBE/MBE/WOB Subconsultant Firm Erin L. Deady, PA*



Customer Name: St. Lucie County

Project Address: Throughout St. Lucie County, FL

Initial Cost: $2,295,740

Final Cost: $2,295,740

Completion Time: 2022 – Ongoing (completion by September 2025)

Change Orders: 0 to date

Customer Contact:
Dan Zrallack, PE
County Engineer
772.462.1667
zrallackd@stlucieco.org

St. Lucie County Stormwater Master Plan

Tetra Tech was selected by St. Lucie County to prepare a Countywide Stormwater Master Plan (SWMP). The current SWMP is more than 30 years old and conditions have changed during that time due to extensive development and construction of regional water management facilities. Tetra Tech worked with the county to gather existing data about the stormwater management system and areas of concern. Tetra Tech organized the data provided, cleaned up GIS layers, digitized data, and collected additional data through survey to create a geodatabase for the SWMP. In addition, interviews with key stakeholders, including the City of Port St. Lucie, were held to gather data and local information about current and future stormwater management and water quality concerns.

Tetra Tech used the data collected to delineate the county into smaller basins to focus on areas where stormwater management and/or treatment projects are needed. Tetra Tech and the county selected five priority basins and Tetra Tech developed Interconnected Channel and Pond Routing version 4 (ICPR4) (now StormWise) models to represent the existing stormwater infrastructure and evaluate the current level of service. Tetra Tech is now running the models for future scenarios to determine potential flooding and/or water quality issues associated with future changes within the county.

Tetra Tech will then identify cost-effective capital improvement projects to address flooding, water quality, and resiliency needs identified during the modeling. For each priority basin, project options will be identified and evaluated against a variety of factors to rank them and determine which projects should be included in the SWMP. For each selected project, a conceptual exhibit, preliminary engineer's opinion of probable construction cost, and benefit versus cost analysis will be provided. ELDPA, as part of the Tetra Tech team, will provide a review of St. Lucie County's Comprehensive Plan and Code of Ordinances to make recommendations that would support stormwater management and resiliency goals from the SWMP.

Throughout the process, the Tetra Tech team engaging the public and local stakeholders in the SWMP development. A series of public meetings will be held at three key points in the planning process (one series has been held to date). In addition, project information for the County's website and social media page, facts sheets, frequently asked questions, and an online survey were prepared to obtain input from the public.

Team Personnel Assigned	Stage of Completion	Status Relative to Schedule
Madhu Akasapu, Georgia Vince, Erin Deady, Misha Pils	50% complete	On-time

Exhibit 6. Example Florida Resilience Experience

Project	Description
Village of Key Biscayne Flood Mapping, FL	The Village of Key Biscayne, an island town in the Miami-Dade County, is susceptible to flooding from both Biscayne Bay and the Atlantic Ocean. To comply with new regulations, the village needed to update their Base Flood Elevations (BFEs) using the Miami-Dade County Flood Insurance Study (FIS) transect data. The previous BFEs were based on the Flood Insurance Rate Map (FIRM) data. Tetra Tech developed a Coastal Hazard Analysis Modeling Program (CHAMP v2.0) using the FIS transect data for three flood sources and the 100-year and 500-year flood magnitude events for a total of six scenarios. The results from the model were used to develop high-resolution inundation maps of the village for the six scenarios using LiDAR and Digital Elevation Model (DEM) data. The maps allowed homeowners and developers to quickly determine the expected inundation depth for properties throughout the village. The results were also used to delineate Coastal A zone from the Atlantic Ocean side.
Palm Beach County Vulnerability Assessment and Resilience Action Plan	Tetra Tech was contracted to support Palm Beach County with the Climate Risk Assessment and Action Plan funded by a combination of federal and state grant funds. The project scope is designed to address environmental hazards and climate risks exacerbated by climate change and sea level rise. Funded by the Florida Department of Commerce Community Development Block Grant Mitigation (CDBG-MIT) Program, on behalf of the U.S. Department of Housing and Urban Development (Climate Risk VA) and DEP through the Resilient Florida Grant program, this initiative will provide a comprehensive roadmap for Palm Beach County to enhance its resilience. The Resilient Florida VA will evaluate risks to the diverse community from flooding related to sea level rise, high tide flooding, storm surge, extreme rainfall events and combination flooding. The Climate Risk VA, funded under the federal portion of the grant, will evaluate other climate threats such as extreme heat, drought, wildfires and coastal erosion. The two VAs combined will form the basis for a comprehensive Resilience Action Plan to identify potential projects to be targeted for future funding. This action plan will include a projected schedule to help the community to be prepared for future climate change challenges as well as a comprehensive plan and code review for implementation of the Resilience Action Plan recommended strategies. Multiple open source tools were used to develop the analysis and the results including Hazus, ArcView GIS, HEC-RAS, and Sea Level Affecting Marsh Model (SLAMM).
Key West Climate Adaptation Plan	The purpose of this project is to complete a Resilient Florida Vulnerability Assessment in compliance with Section 380.093, F.S. and evaluate risks and hazards associated with sea level rise and climate change. This effort includes a complex assets and data collection effort with significant infrastructure on an island that is a significant distance from the mainland of Florida. The City is a dense urban development with numerous military installations. Moreover, the unique appeal of Key West's tropical climate and scenic surroundings has led to a steady influx of residents and visitors. This popularity exacerbates the potential impact of current and future climate-related events. The project includes a robust public outreach plan including public outreach meetings, project website, newsletter distribution and community engagement opportunities throughout the development of the VA. The VA efforts include inundation mapping and other flood modeling for exposure, sensitivity analysis of critical assets, as well as a significant comprehensive plan and code of ordinances review. Additionally, Tetra Tech is preparing an adaptation plan for the City that will include 7 chapters and a set of adaptation projects for those prioritized assets that are identified to be most at risk during the VA process. The VA for this project was completed in September 2024.

Project	Description
	3-year/72-hour, 100-year/24-hour, 25-year/24-hour, 10-year/24-hour, and 3-year/24-hour. The models were used to identify the extents of inundation at specific water surface elevations, provide water depth temporal variations at the sites for the required storm events, and identify vegetation habitats based on varying water surface elevations. The model results provided the expected water levels onsite after restoration, which were used to determine the associated vegetation communities that could be present. The data collected and the model results were summarized in the WRPOs for each site.

Exhibit 7. Sample Stakeholder and Community Engagement Experience

Project	Description
Palm Beach County, FL Resilient Florida Stakeholder and Community Engagement	Tetra Tech developed a series of hands-on workshops tailored for local government staff and community members to raise awareness of climate risks and adaptation strategies in Palm Bech County. The series was developed over the course of several hybrid (in-person/virtual) workshops. The series began by establishing a shared understanding of climate risks and adaptation planning within the context of Palm Beach County. Tetra Tech crafted the message of these workshops to fit the intended audience, ensuring that the messaging was relatable and relevant and included the appropriate level of technical details. The next set of workshops aimed to provide participants with a deeper understanding of the identified vulnerabilities and risks within Palm Beach County. These workshops are a demonstration of Tetra Tech's ability to effectively deliver risk communication and technical information in a manner that is digestible regardless of the participant's prior experience with the subject matter.
Harris County, TX Unified and Uniform Approach to Preparedness, Response, and Recovery	Tetra Tech and EnFocus Strategies worked with Harris County Office of Homeland Security and Emergency Management (HCOHSEM) to develop a program that focuses on integrating the efforts and resources of government, nonprofit, faith-based, and community organizations to meet the needs of historically underserved and vulnerable populations before and after a disaster occurs. Over the course of the project, the team conducted outreach to 17 cities and counties of similar size and demographics to the County, conducted 29 interviews with Harris County stakeholder partners, conducted a virtual Stakeholder Engagement Workshop attended by 57 participants representing 36 organizations and agencies that discussed topics including conducting community engagement programs and ensuring equitable access to resources following a disaster, and developed and presented a strategy for stakeholder engagement to partners at a second hybrid in-person and virtual workshop.
City of Houston, TX Emergency Management Stakeholder and Community Engagement	Tetra Tech and our partners at EnFocus Strategies developed a Stakeholder and Community Engagement Plan that provided a roadmap to expand and improve citywide resiliency by increasing collaboration with its stakeholders and partners to promote preparedness before, during, and after emergencies. Three community meetings were held and attended by more than 310 stakeholders and community members. The meetings focused on gathering knowledge and experiences of the DAFN community as it relates to major disasters; providing awareness and collecting feedback on key plans, including the Hurricane, Flood, and Severe Weather Plan; and collecting information to help increase community readiness and identify opportunities and tools to better prepare and equip Houstonians before a disaster occurs.
City of Concord, CA Language Access Analysis and Strategy	Concord, CA is a community of 125,410 people located northeast of San Francisco. Tetra Tech worked with the City to identify the languages and language families that are used by residents to help the City better craft messaging around disaster preparedness, response, recovery, mitigation and resilience. Throughout the process, 34 organizations provided quantitative and qualitative data on the communities they support and the languages they use to connect with them, 22 qualitative interviews were conducted, and 468 members of the community completed the outreach survey either online or during field outreach efforts. The project helped to identify 70 languages that were actively being used in the City and resulted in the development of a strategy for how best to connect with residents using high-, low-, and no-technology methods.

Tab 5. References

Exhibit 9. References to be Contacted by the City of Fort Pierce

St Lucie County Vulnerability Assessment and Regional Resilience Plan	Organization: St Lucie County Sandra Bogan, Resilience Navigator Phone number: 772-971-6218 Email address: Sandra.Bogan@stlucieco.gov
Boynton Beach CRS Plan, Reference for Lori Lehr	Organization: Boynton Beach Utilities, Administration Contact person: Juan Manzano, Division Director, Operations and Environment Phone number: 561-742-6480 Email address: Mansanoj@bbfl.us
Fort Pierce Shoaling Analysis	Organization: City of Fort Pierce John "Jack" Andrews, Deputy City Manager Phone number: 772-467-3773 Email address: Jandrews@cityoffortpierce.com
Fort Pierce Marina Monitoring	Organization: City of Fort Pierce Dean Kubitschek, Marina Manager Phone number: 772-464-1245 Email address: dkubitschek@cityoffortpierce.com

Tab 6. Required Forms

Drug-Free Workplace Form

Non-Collusion Affidavit for Prime Proposer

Public Entity Crimes Affidavit

E-Verify Affirmation Statement

Certification Regarding Scrutinized Companies Lists

Affidavit Regarding the Use Coercion for Labor or Services

References (refer to Tab 5)

Request for Taxpayer Identification Number and Certification

City of Fort Pierce Checklist

Business Tax Receipt

Proof of Insurance

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Tetra Tech, INC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Jan 30 2025

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME PROPOSER

STATE OF Florida

COUNTY OF Martin

BRIAN PROCTOR, being first duly sworn, deposes and says:

That he is VICE PRESIDENT OF TETRA TECH, INC
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed directly or indirectly with any proposer or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other proposer, or to fix any overhead, profit or cost element of said bid price, or of that of any other proposer, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

TETRA Tech, Inc.
(Firm Name)

By: [signature]

Title: VP, SE Operations Mgr

Subscribed and sworn to before me this 30th

day of, January 2023. 2025

Marirose Insogna
Notary Public

My Commission expires: (Seal)

12/23/2026

NOTARY PUBLIC STATE OF FLORIDA
MARIROSE INSOGNA
MY COMMISSION # HH 334084
EXPIRES: December 23, 2026

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Brian Proctor VP, SE operations Mgr
(Print individual's name and title)
for Tetra Tech, Inc
whose business address is 759 S. Federal Hwy Stuart FL
(If applicable) its Federal Employer Identification Number (FEIN) is 95-4148514
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

✓ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

January 30, 2025
_____
(Date)

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority Brian Proctor
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 30th of January, 2025.

(NOTARY PUBLIC)

My Commission Expires: 12/23/2026

NOTARY PUBLIC STATE OF FLORIDA
MARIROSE INSOGNA
MY COMMISSION # HH 334084
EXPIRES: December 23, 2026

E-VERIFY
AFFIRMATION STATEMENT

Description: Community Rating System (CRS) and Climate Resilience Professional Support Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: TETRA Tech. Inc

Authorized Company Person's Signature: [signature]

Authorized Company Person's Title: VP SE operations Mgr

Date: Jan 30, 2025

STATE OF FLORIDA
COUNTY OF Martin
Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 30 day of January, 2025 by Brian Proctor, who is

☐ personally known or ☐ produced identification (ID produced: _____).

Signature: Marirose Insogna (Seal)

NOTARY PUBLIC

My Commission Expires: 12/23/2026

MARIROSE INSOGNA
MY COMMISSION # HH 334084
EXPIRES: December 23, 2026

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Tetra Tech, Inc.

Respondent's Authorized Representative Name and Title: Brian Proctor
Vice President Southeast Operations

Address: 759 S. Federal Hwy, Suite 314

City: Stuart State: FL Zip: 34994

Phone Number: 772-341-0432 Respondent FEIN: 95-4148514

Email Address: Brian.Proctor@tetratech.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Tetra Tech Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3475 E. Foothill Blvd

Requester's name and address (optional)

6 City, state, and ZIP code

Pasadena CA, 91107

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	4	1	4	8	5	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Chet Cicon | **Date ▶** 1/13/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications / Proposer Acknowledgement Cover Page (page 1) completed, signed and attached?	Yes	
Included proof of proper insurance and licensing as stated in proposal documents.	Yes	
Are all of the Required forms complete and included?	Yes	
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?	Yes	
Are you registered on Demandstar to received addendums	Yes	
Is each Addendum (when issued) signed and included?	Yes	
Have you checked your submission for proper organization, tabs are correct?	Yes	
Are you in compliance with the page limitations?	Yes	
Did you submit your proposal electronically?		No
Have you made sure your corporate address matches your Sunbiz information?	Yes	

PLEASE SIGN AND RETURN WITH PROPOSAL 

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications / Proposer Acknowledgement Cover Page (page 1) completed, signed and attached?	Yes	
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Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?	Yes	
Are you registered on Demandstar to received addendums	Yes	
Is each Addendum (when issued) signed and included?	Yes	
Have you checked your submission for proper organization, tabs are correct?	Yes	
Are you in compliance with the page limitations?	Yes	
Did you submit your proposal electronically?		No
Have you made sure your corporate address matches your Sunbiz information?	Yes	

PLEASE SIGN AND RETURN WITH PROPOSAL 

State of Florida
Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 10, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of May, 2024

Secretary of State

Tracking Number: 4564481112CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Tetra Tech, Inc. 3475 E Foothill Boulevard Pasadena CA 91107-6024 USA	INSURER A:	Safety National Casualty Corp	15105
	INSURER B:	American International Group UK Ltd	AA1120187
	INSURER C:	Allied World Surplus Lines Insurance Co	24319
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570108397079 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL6676804	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 6676805	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $100,000			62785232	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		LDC4068970 AOS PS4068969 WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Environmental Contractors and Prof			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Tetra Tech, Inc.
3475 E. Foothill Boulevard
Pasadena CA 91107-6024 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 18

Certificate No : 570108397079

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Appendix A

Resumes

TETRA TECH

Georgia Vince

Project Manager

Georgia Vince has over 24 years of experience with environmental programs and 13 years of project management experience with governmental entities. She has managed projects of all sizes with budgets of over $2M. She was project manager for the St. Lucie County VA completed in 2021 and is currently supporting the St. Lucie County VA Update and Regional Resiliency Plan and Indian River County VA. She also led Palm Beach County,City of Hollywood, and City of Key West Resilient Florida Programs. Georgia has extensive experience in public speaking and coordinating with stakeholders on sensitive environmental issues.

EDUCATION

BS, Biological Oceanography, Florida Institute of Technology (1993)

REGISTRATION/CERTIFICATION

Qualified Stormwater Management Inspector # 25763

YEARS OF EXPERIENCE/WITH FIRM

24 Years/14 Years

OFFICE LOCATION

Stuart, FL

TETRA TECH PROJECT EXPERIENCE

St. Lucie County VA update and Regional Resilience Plan (VARRP), St. Lucie County, FL (6/2024-Ongoing). Project Manager. Leading the update to the 2021 VA, which includes additional modeling in accordance with Section 380.093 Florida Statutes (F.S.) and development of a Regional Resilience Plan that includes the City of Port St. Lucie..

St. Lucie County VA, St Lucie County, FL (2019-2021). Project Manager for the county wide sea level rise VA. Tetra Tech teamed with Erin L. Deady, P.A. and Clearview Geographic to prepare the St. Lucie County VA as a product of Resilience Planning Grant R2133. The VA was the first step in taking a systematic, data-driven approach in developing a community-wide resilience plan to analyze natural hazard risks and identify strategies to mitigate and adapt to those hazards in a proactive, equitable, and cost-effective way.

Indian River County VA, Indian River County, FL (4/2024-Ongoing). Project Manager. Leading the development of the county's VA in compliance with Florida Statutes. Coordinating meetings, gathering data, conducting exposure and sensitivity analyses, leading public presentations and outreach meetings, and developing the VA document with associated maps and tables.

Palm Beach County VA and Resilience Action Plan, Palm Beach County, FL (2023-2024). Project Manager for the County's first VA in accordance with Chapter 380.093 F.S. and development of a Resilience Action Plan to identify mitigation and adaptation strategies related to climate change and sea level rise. The project is funded by both a state Resilient Florida grant and a Department of Economic Opportunity (DEO) grant. The plan evaluates various climate threats including flooding, extreme heat, drought, wildfires, and coastal erosion.

City of Hollywood VA Update, Hollywood, FL (2023-2024). Project Manager for the City's VA Update Project, which is funded by a state Resilient Florida Grant to update their previously completed VA to meet Chapter 380.093 F. S. requirements. The Adaptation Plan developed as part of the VA Update will include 50 conceptual design plans for adaptation projects and evaluation of state and federal grant opportunities for funding the prioritized projects.

City of Key West VA and Climate Adaptation Plan, Key West, FL (2023-2024). Project Manager for the City's Resilient Florida VA that evaluates risks and hazards associated with sea level rise and climate change. This effort included a complex assets and data collection effort with important infrastructure on an. The project included a robust public outreach plan including public outreach meetings, project website, newsletter distribution and community engagement opportunities throughout the development of the VA. Tetra Tech is currently preparing an adaptation plan that includes a set of adaptation projects for the prioritized assets identified in the VA.



Erin L. Deady, Esquire, AICP

Attorney and Certified Land Planner

ERIN L. DEADY, P.A.

EXPERIENCE

Deady: 2011

Industry: 1995

AREAS OF EXPERTISE

Sustainability and Climate Planning

Energy Conservation

Land Use

Grant Funding

Environmental Restoration

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners

Florida Chapter of the American Planning Association

PROFESSIONAL SUMMARY

Ms. Deady has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into Comprehensive Plans. Ms. Deady has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments. Ms. Deady has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes.

QUALIFICATIONS

Education

- Juris Doctorate, Nova Southeastern University, Shepard Broad Law Center 2000
- Master Public Administration, Environmental Growth Management, Florida Atlantic University 1996
- Master of Public Administration, University of the Virgin Islands, 1995
- Bachelor of Arts, Marine Science Affairs, University of Miami, 1993

Registrations / Certifications / Licenses

- Florida Bar No. 367310
- AICP, American Institute of Certified Planners

Training / Professional Development

- Admitted to Florida Bar (2000), member of Executive Council for the Environmental and Land Use Law Section, 2002-Present. Chair 2012-Present

WORK EXPERIENCE

Erin L. Deady, P.A. | 2011 - Present
President

Lewis, Longman & Walker, PA. | 2008 - 2011
Shareholder

Audubon of Florida | 1997 - 2003
Environmental Counsel

Florida Atlantic University | 1995 - 1997
Fellowship-Urban and Environmental Solutions

TETRA TECH

Christina Gray

Topobathymetric LiDAR Strategist

Christina Gray has 6 years of experience acquiring, processing, and creating topobathymetric LiDAR deliverables for projects that cover a variety of environments. These projects include hazard mapping, natural disaster relief, defense, and environmental surveying. She has experience with all parts of topobathymetric LiDAR process, from ground control survey, sensor operation, quality checks, creating and running automated cleaning algorithms, managing and training editing staff, creating final deliverables, and edits for client feedback. Additionally, Christina has lead work for vulnerability assessments for St. Lucie and Indian River counties, compiling county provided and publicly available asset lists and comparing the assets to multiple sea level rise scenarios, rainfall depth grids and storm surge to help guide future mitigation plans.

EDUCATION

BS Geoscience, Pacific Lutheran University (2016)

MS Geology, Portland State University (2019)

GIS Graduate Certificate, Portland State University (2019)

REGISTRATION/CERTIFICATION

Certified Mapping Technologist, LT076, October 2022

YEARS OF EXPERIENCE/WITH FIRM

6 Years/1 Years

OFFICE LOCATION

Denver, CO

TETRA TECH PROJECT EXPERIENCE

St. Lucie County VA Update and Regional Resilience Plan (VARRP), St. Lucie County, FL (6/2024-Ongoing). GIS Lead. Creating a new workflow to assist in county mitigation efforts for climate related sea level rise. Work included creating depth grids of sea level rise, storm surge, and future rainfall in additional to creating, managing, and developing metadata for county and publicly available asset data. Asset data was then overlayed with depth grids and compared to metrics such as the CDC Social Vulnerability Score to determine the assets most likely to need mitigation efforts.

Indian River County VA, Indian River County, FL (4/2024-Ongoing). GIS Lead. Creating a new workflow to assist in county mitigation efforts for climate related sea level rise. Work included creating depth grids of sea level rise, storm surge, and future rainfall in additional to creating, managing, and developing metadata for county and publicly available asset data. Asset data was then overlayed with depth grids and compared to metrics such as the CDC Social Vulnerability Score to determine the assets most likely to need mitigation efforts.

Shoreline Mapping for the Coastal Mapping Project, National Ocean and Atmospheric Administration (NOAA) National Geodetic Survey (NGS) (2024-Ongoing). Topobathymetric LiDAR Strategist. Worked as a subcontractor for Fugro to assist on their NOAA NGS Florida shoreline mapping project. Responsibilities included but were not limited to creating initial grounding automated routines, post calibration automated routines, and semi-automated routines for more efficient manual QA/QC.

LiDAR Data Acquisition and Processing for Topography and Boundary Survey for the Propose Black River, White River, and Black Scoter Solar Project, Brookfield Renewable US , Jackson County, AR (3/2024). Topobathymetric LiDAR Strategist. Duties included QC of the initial grounding, automated routines to remove features and other issues to assist in manual QA/QC, manual QC, and reporting.

Eastern Lake Superior LiDAR, NOAA Whitefish Point to Bay Mills, MI (8/2023-10/2023) Topobathymetric LiDAR Strategist. Assisted with the workflow development for the team's first topobathymetric LiDAR project. Created an automated cleaning and grounding routine in MicroStation to facilitate the best possible dataset for swath-to-swath alignment, as well as post alignment cleaning routines to limit the amount of manual editing needed on the data set. Developed the intensity correction workflow and developed the overall general project workflow.

TETRA TECH

Carlie Klapper

Resiliency and Sustainability Professional

Carlie Klapper has a diverse set of skills in sustainability and resiliency, green building, and geographic information systems (GIS). She joined the Tetra Tech team in April 2023 and is currently supporting Palm Beach County and City of Hollywood with their Resilient Florida Programs.

EDUCATION

MS, Sustainable Business, University of Miami (2022)

BA, Geography and Sustainable Development, Miami University (2021)

REGISTRATION/CERTIFICATION

LEED Green Associate, 11501-GREEN-ASSOCIATE

Construction Lifecycle Assessment Specialist, vugrovdx1i

YEARS OF EXPERIENCE/WITH FIRM

3 Years/1 Year

OFFICE LOCATION

Stuart, FL

TETRA TECH PROJECT EXPERIENCE

St Lucie County Vulnerability Assessment and Regional Resilience Plan, ST Lucie County, FL Task Manager for the County's t VA in accordance with Chapter 380.093 F.S. and development of a Regional Resilience Plan to identify mitigation and adaptation strategies related to climate change and sea level rise. The project is funded by both a state Resilient Florida grant and a Department of Economic Opportunity (DEO) grant. Tasks include a climate threat inventory, data acquisition, hazard evaluation, inundation mapping and modeling, public engagement, and the creation of a ranking methodology and cost benefit analysis resulting in the production of the final VA report and Regional Resilience Plan.

Palm Beach County Vulnerability Assessment (VA) and Resilience Action Plan, Palm Beach County, FL. Task Manager for the County's first VA in accordance with Chapter 380.093 F.S. and development of a Resilience Action Plan to identify mitigation and adaptation strategies related to climate change and sea level rise. The project is funded by both a state Resilient Florida grant and a Department of Economic Opportunity (DEO) grant. Tasks include a climate threat inventory, data acquisition, hazard evaluation, inundation mapping and modeling, public engagement, and the creation of a ranking methodology, resulting in the production of the final VA report and Resilience Action Plan.

City of Hollywood Vulnerability Assessment Update, Hollywood, FL. Task Manager for the City's VA Update Project, which is funded by a state Resilient Florida Grant to update their previously completed VA to meet Chapter 380.093 F. S. requirements. The VA includes public engagement, data acquisition, and inundation mapping and modeling components, which are summarized into a VA report. The Adaptation Plan developed as part of the VA Update will include 50 conceptual design plans for adaptation projects and evaluation of state and federal grant opportunities for funding the prioritized projects.

Indian River County Vulnerability Assessment, Indian River County, FL Task Manager for the City's VA Update Project, which is funded by a state Resilient Florida Grant to update their previously completed VA to meet Chapter 380.093 F. S. requirements. The VA includes public engagement, data acquisition, and inundation mapping and modeling components, which will culminate into a VA report.

SFWMD, Lake Okeechobee Component A Reservoir (LOCAR), Highlands County, FL. Project support for the LOCAR Feasibility Study and Draft Environmental Impact Statement, which is a federal planning document for 200,000 ac-ft water storage reservoir located north of Lake Okeechobee in Highlands County.

TETRA TECH

Patricia A. Grunwald

Environmental Engineer IV

Patricia Grunwald is proficient in using the two-dimensional hydrodynamic S2DMM Model and focuses on analytical modeling and data analysis. Input file preparation for the S2DMM model includes soil, land use, MODFLOW, topo, rainfall, evapotranspiration, and structure/channel inputs. She has 8 years of experience modeling using S2DMM. Her primary duties include GIS spatial analysis of hydrologic/hydrodynamic modeling, along with information research of South Florida Water Management District's (SFWMD's) DBHYDRO, ePermitting and other state and local databases. During her early years as an engineer, she worked in the petrochemical industry in three different areas. She served as a safety leader in the petrochemical plant and trained employees to prevent incidents and accidents.

EDUCATION

B.S., Chemical Engineer (Certified), Universiudad Iberoamericana, CDMS (2001)

YEARS OF EXPERIENCE/WITH FIRM

11 Years/2 Years

OFFICE LOCATION

Stuart, FL

TETRA TECH PROJECT EXPERIENCE

Cypress Creek Restoration, Palm Beach-Martin County, FL (1/2023 – Ongoing). S2DMM Modeler. Sets up hydrologic/hydraulic modeling for wetland restoration using SFWMD data and other local databases. Analyzing and evaluating model calibration and validation information of the S2DMM model results for the various areas of interest in support of water resource management. Hydrodynamic modeling and data analysis of water for wetland restoration and floodplain management. Inundation depth analysis for different options to improve the floodplain in the area.

Loxahatchee River Restoration Project, Flow Way 3, Palm Beach-Martin County, FL (1/2023 – Ongoing). S2DMM Modeler. Developed scope of work and budget for the project. The project consists of six subbasins contained in the Cypress Creek Regional Model. Sets up hydrologic/hydraulic modeling for wetland restoration using SFWMD data and other local databases. Analyzing and evaluating model calibration and validation information of the S2DMM model results for the various areas of interest in support of water resource management. Hydrodynamic modeling and data analysis of water for wetland restoration and floodplain management. Inundation depth analysis for different options to improve the floodplain in the area. Development of hydroperiods for the sheet flow.

PREVIOUS EXPERIENCE

Tomasello Consulting Engineers, Inc. (2014 – 2022). Provided engineering expertise and support for multiple waterflow modeling projects and GIS mapping for FEMA, Florida, multiple Florida counties, municipalities, private construction firms, and individuals. Proficient in the use of various software packages including S2DMM, Fortran, HEC-RAS, and ArcGIS. Duties also included researching permits and structures, working with LIDAR files, and identifying watersheds, culverts, and drainage patterns in a given region.

Collier County Flood Study: Ave Maria, Henderson, Faka Union/Miller, Southern Coastal, District 6, Coco A-B-C. Revised the Collier County Basins to deliver the FEMA flood study. Sets up input files of S2DMM model. Uses resources from SFWMD (DBHYDRO, ePermitting, SFWMD Model) and Arc Map-GIS. Compares SFWMD data for Calibration and Validation of S2DMM model.

Lee County Florida Flood Studies, Halfway and Mullock Creeks, Estero River, and Ten Mile Canal. Directs modeling and Digital Flood Insurance Rate Map mapping for flood studies for FEMA Physical Map Revision for the Ten Mile Canal, and Halfway and Mullock Creeks. Letter of Map Revision or Estero River. These basins are all modeled using S2DMM model developed by Tomasello Consulting Engineering, Inc. for flood study submittal to FEMA. Sets up input files for S2DMM Model using SFWMD databases. Models HEC-RAS for the Floodway and Floodplain using S2DMM results for the basins.

EXHIBIT "C"
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: TETRA TECH, INC.

Authorized Representative's Name and Title: BRIAN PROCTOR, VP SOUTHEAST OPERATIONS

Address: 749 S. FEDERAL HWY #314

City: STUART State: FL Zip Code: 34994

Phone Number: 772-341-0432 Email Address: BRIAN.PROCTOR@TETRATECH.COM

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

By: _____ Brian Proctor VP SE Ops Jan 30 2025

Authorized Signature | Printed Name and Title | Date

Affidavit – Use of Coercion for Labor or Services Form

STATE OF FLORIDA
COUNTY OF Martin

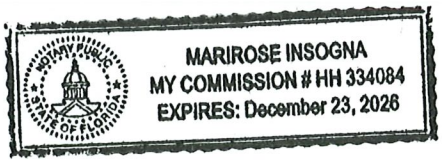
Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 31st day of January, 20 25 by Brian Proctor, who is

☑ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Marirose Insogna (Seal)

Print Name: Marirose Insogna

My Commission Expires 12/23/2026



City Commission Regular Meeting - 5:05 PM **11. I.**

Meeting Date: 01/05/2026

Re: 2026 Operation Agreement - Indian River State College School Resource Officer

Submitted For: Robert Ridle, Acting Chief of Police, Police Department

SUBJECT:

Approval of the 2026 Operation Agreement between the City of Fort Pierce and Indian River State College (IRSC) for a school resource officer which is funded by IRSC.

SUMMARY:

The Fort Pierce Police Department currently provides a School Resource Officer to Indian River State College. In turn, Indian River State College pays a flat fee to the City for those services. The Operation Agreement to provide those services has been in effect since 2020, with no modifications or increases in fees paid by Indian River State College. The new Operation Agreement updates new language agreed to by both parties and increases the fee paid by Indian River State College.

RECOMMENDATION:

Staff recommends that the City Commission authorize the Mayor to sign the Operational Agreement between the Fort Pierce Police Department and Indian River State College.

ALTERNATIVES:

Deny authorization for the Mayor’s signature on the Operation Agreement between the Fort Pierce Police Department and Indian River State College.

RESPONSIBLE STAFF:

Caleb Gillette, Acting Deputy Chief of Police
John Fasanello, Lieutenant

COORDINATED WITH:

City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	101.3005.521.1010
Amount:	$110,000.00

FISCAL IMPACT:

Project Code - IRSC

Attachments

Signed Agreement
CAO Memorandum

OPERATION AGREEMENT

Between the Indian River State College District Board of Trustees and the City of Fort Pierce for the School Resource Officer Program.

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE OF ST. LUCIE COUNTY, FLORIDA ("College"), and THE CITY OF FORT PIERCE, FLORIDA ("City").

WITNESSETH:

WHEREAS, the College and the City desire to provide law enforcement and related services to Indian River State College; and

WHEREAS, the College and the City recognize the proven, outstanding benefits of the School Resource Officer Program ("Program") to the citizens of St. Lucie County, Florida; and particularly to the students, faculty, and the administration of the Indian River State College of St. Lucie County, Florida; and

WHEREAS, it is in the best interest of the College, the City and the citizens of St. Lucie County to continue this program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the College and the City hereby agree as follows:

ARTICLE I. STAFFING AND FUNDING.

The City shall provide School Resource Officers as follows:

A. **Number of School Resource Officers and Term**

1. The City shall assign one (1) regularly employed police officer to Indian River State College. This agreement may be renewed upon written agreement by both parties. The police officer assigned to the Program shall be known as School Resource Officer ("SRO"). He/She will provide instructions in the various aspects of law enforcement education to all students. He/She shall be available to, and work cooperatively with the College in providing technical assistance in situations involving possible violation of state and local laws or in any situation which may threaten the welfare and safety of the students, staff, or faculty.

2. The City shall assign one Police Supervisor to oversee the Police officer assigned, chosen by Fort Pierce Police Department Command. This Supervisor shall be paid by the City. In the event of a long-term illness or injury, another regularly employed officer may be used as a replacement or substitute. An Officer used as a replacement

or substitute will be approved by SRO Supervisor, and the Indian River State College Director of Campus Safety and Security will have input.

B. **Financial Management:** The College shall pay the City the amount of $110,000.00 for the Program, to be adjusted in the event of non-funding by the City and/or the College. The City provides salary, benefits and all necessary equipment and standard training costs for the officers unless otherwise specified or agreed to in writing by both parties and all costs of the assigned Supervisor. Payment shall be made upon the submission of quarterly invoices by the City's Comptroller.

C. **General Operation Management**:

1. The Director of Campus Safety and Security or his/her designee shall be the contact person at the Indian River State College.

2. An Evaluation of the effectiveness of the program will be made at the end of each college year by the Director of Campus Safety and Security and the SRO Supervisor.

3. The City shall be responsible for the control, direction, and all aspects of employment of the police officer assigned to the Program. The City will furnish uniforms, law enforcement equipment, and marked patrol vehicles for all officers assigned to the Program.

4. The City may dismiss or reassign an SRO based on violation of Police Department rules, regulations and/or Police Department orders, or when it is in the best interest of the citizens of Fort Pierce; however, the number and location of assignments shall remain as specified in Section A.1 above. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of extended illness or injury and a period exceeding thirty (30) college days arises without availability of a qualified replacement or substitute SRO, the College may adjust the amount of monies paid to the City accordingly.

5. The SRO may be reassigned without cause during the course of this Agreement, and the placement of SROs shall be a City decision based on a joint, cooperative effort with the Indian River State College and the Director of Campus Safety and Security.

6. It shall be understood, that in order to maintain the high standards of professionalism required of police officers assigned as SROs, that all SROs may and will be off campus at various times to attend mandatory training. When appropriate and not conflicting with City scheduling, the SROs shall also be available for in-service training provided by the College and non-student days and/or early release days.

D. **Monthly Activity**. Standard monthly activity sheets shall be kept and a copy furnished to the Chief Security Supervisor by the 10th day of each month. This report/record will also be kept year to date by the SRO.

E. **Regular Duty Hours of School Resource Officers.** Each SRO shall be assigned on a full-time basis of eight (8) hours during those days that the college is in regular session and students are in attendance. Regular duty will not exceed forty (40) hours per week. It is understood that all duties required herein will be performed during the SROs regular duty. The SRO may be temporarily reassigned by the City during college holidays and vacations, or during a period of a law enforcement or college emergency. The SROs hours may be altered to meet the needs of the City or the College.

F. **Regular Duties of School Resource Officers.**

1. The SRO is first and foremost a law enforcement officer. The SRO shall conduct themselves as follows:

   a. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the Director of Campus Safety and Security of the college aware of such action. At the Indian River State College, Director of Campus Safety and Security's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the college and related college functions, to the extent that the SRO may do so under the authority of the law.

      (1). The SRO will in no way be hindered in making an arrest or conducting criminal investigations.

      (2). In the event of a trespasser on campus, the SRO will be notified immediately, and at the discretion of the Director of Campus Safety and Security, a staff member may accompany or meet the SRO at the location of the trespasser.

   b. The SRO shall give assistance to Fort Pierce Police Department officers and other law enforcement officers in matters regarding his college assignment, whenever necessary.

   c. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to State Statute, law enforcement policy and legal requirements with regard to such interviews.

   d. The SRO shall not act as a college disciplinarian, as disciplining students is a college responsibility. However, the SRO shall be notified anytime an administrator is called to a classroom or involved in an incident that may have criminal implications. If the incident is of a college discipline nature, the SRO will not become involved. If the incident is of a criminal nature, the SRO will take appropriate action. SROs will continue to make probable cause and warrant arrests on campus. As per past SRO policy, a college staff member will escort the student and take them to the dean's or SRO's office (unless there is cause to believe the student is or will be violent and/or an escape risk). The arrest will take place in an office, and the student may be handcuffed in the office at the discretion of the SRO. The SRO will be immediately notified of the discovery of any type of weapon or any quantity of drugs, to include alcohol, (no matter how small) found on campus.

e. The SRO shall move freely on campus during the beginning of the college day, class breaks, lunches, and the end of the day. The aforementioned movement prohibits students from predicting the SROs location.

f. The SRO may be absent from campus to book arrestees, attend court, depositions, and state attorney hearings and other law related duties.

g. The SRO shall wear the standard Police Department uniform except when approved by his or her Supervisor on special occasions.

h. During their regular duty hours, SROs will meet at a time and location as determined necessary by the City's Police Department Supervisor, for the purpose of providing briefings on criminal or current activities, training, administrative or supervisory concerns, and other practices commonly performed during a law enforcement roll call. The SRO will also have a weekly campus critique with the Indian River State College, Director of Campus Safety and Security or the Director's designee to coordinate daily activities.

i. The SRO shall supply copies of all police reports that may be generated by the SRO in relation to his/her assigned college to the Indian River State College, Director of Campus Safety and Security. Any report containing departmental or legally mandated confidentiality will be marked as "CONFIDENTIAL" and redacted, as appropriate, prior to submission to the Indian River State College, Director of Campus Safety and Security or his designee who will assume responsibility for maintaining confidentiality.

j. If at any time, a parent reports an incident to an administrator that may have criminal implications, the SRO shall be immediately notified. If a parent reports an incident to the SRO, the SRO shall immediately notify the Indian River State College, Director of Campus Safety and Security or his designee. The SRO will meet with the College Administrator and parent to advise whether there will be a need for a criminal investigation.

2. Secondly, the SRO may serve as an instructor. The SRO will conduct his or her activities in such a manner as to accomplish his/her duties as an instructor. It is understood that the SROs instructional responsibilities are second only to those of a law enforcement officer. The SRO shall conform to the following responsibilities in regard to instruction.

   a. The SRO will, during normal college hours, make himself/herself available for conference with students, parents, faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Florida Statutes, or otherwise, shall not be disclosed except as provided by law or court order. Any conference, meeting, or other college function scheduled outside normal college hours requiring attendance by the SRO shall be approved by the Indian River State College, Director of Campus Safety and Security

and will be considered a special detail, requiring separate additional payment by the college to the SRO via the Fort Pierce Police Department special detail coordinator.

ARTICLE II. RIGHTS AND DUTIES OF THE BOARD.

The College will work cooperatively with the City in operation of the Program, and it shall be understood that Fort Pierce Police Department program guidelines will be followed by any agency participating in the Program. The College shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO duties.

- Access to an air-conditioned and properly lighted private office, which can be properly locked and secured. This office shall contain a telephone, which may be used for general business purposes.
- A file cabinet, which can be properly locked and secured.
- A desk with drawers, a chair, a bookcase or worktable, and office supplies.

ARTICLE III. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICERS.

SROs are officers of the City and are not considered employees of the College. The College and the City acknowledge that the Police Department's SROs are Police officers who are responsible to uphold the law under the direction of the City.

ARTICLE IV. APPOINTMENT OF SCHOOL RESOURCE OFFICERS.

SRO APPLICANTS MUST MEET THE FOLLOWING REQUIREMENTS:

1. The applicant must be a volunteer for the position of SRO.
2. The applicant must be a state certified law enforcement officer.

ARTICLE V. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICERS.

A. In the event that the Director of Campus Safety and Security of the college to which the SRO is assigned feels that a particular SRO is not effectively performing his/her duties and responsibilities, the Director shall advise the Vice President of Student Affairs who shall advise the Chief of Police that he/she wishes the SRO be removed from the program at the college. The Director shall state the reasons for removal in writing. Should the SRO feel his/her duties and responsibilities are being hindered by the college, the SRO will immediately advise his/her Supervisor in writing. In turn, the Supervisor will notify the Indian River State College and Director. If the Chief of Police so desires, the Vice President of Student Affairs and the Chief of Police, or their designee, may meet with the SRO and the Director to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the college to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or

mediated, then the SRO may be removed or reassigned at the discretion of the Chief of Police.

B. The Chief of Police, or his designee, may otherwise dismiss or reassign any Officer appointed by him to act as an SRO based upon what the Chief believes is in the best interest of the people of and in Fort Pierce.

ARTICLE VI. DISPUTES.

Should any dispute arise as to the role of the SRO, the Vice President of Student Affairs at Indian River State College and the Chief of Police shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute. In the event an agreement or resolution is not reached, either party may terminate this Agreement in accordance with Article IX below.

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

ARTICLE VII. INITIAL TERM.

This Agreement shall take effect on January 1, 2026 and it shall remain in effect until and including December 31, 2026 ("initial term"), unless it is terminated earlier in accordance with Article IX below.

ARTICLE VIII. EXTENSION.

Upon the expiration of the initial term, this Agreement shall automatically extend for an additional term of one (1) year, effective January 1, 2027. Either party may opt out of the automatic extension by delivering written notice to the other party at least thirty (30) days prior to the expiration of the initial term.

ARTICLE IX. TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party without cause upon a minimum of sixty (60) days prior written notice of termination delivered to the other party.

ARTICLE X. GOOD FAITH.

The College, the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Indian River State College, Director of Campus Safety and Security and the Chief of Police, or their designees.

ARTICLE XI. MODIFICATION.

The Agreement constitutes the full understanding of the parties, and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII. NON-ASSIGNMENT.

This Agreement may not be assigned unless the express written consent of the College and the Chief of Police is obtained.

ARTICLE XIII. MERGER.

This Agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of the terms.

* * *

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized officers.

INDIAN RIVER STATE COLLEGE OF ST. LUCIE COUNTY, FLORIDA

Dr. Timothy E. Moore, President IRSC

Dated: 12/8/25

THE CITY OF FORT PIERCE, FLORIDA

Linda Hudson, Mayor

Dated: _____

Approved as to the form and legal sufficiency:

Sara Hedges, City Attorney

Dated: _____

THE POLICE DEPARTMENT OF CITY FORT PIERCE

Robert Ridle, Acting Chief of Police

Dated: 12/19/25

ATTEST

Linda Cox, City Clerk

Dated: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Caleb Gillette, Acting Deputy Chief

FROM: Sara Hedges, City Attorney *SH*

RE: 2026 Operation Agreement - Indian River State College School Resource Officer

CAO RLS FILE: RLS 25-393

DATE: December 11, 2025

I have reviewed the above Request for Legal Services (RLS) related to an updated Agreement with Indian River State College (IRSC) for a School Resource Officer. Per your request and direction as to terms, the Agreement has been reviewed and negotiated with IRSC's General Counsel. The Agreement has been signed by the President of IRSC. The signed Agreement is uploaded to Agenda Quick for your utilization.

The Agreement is approved as to form and correctness and may be placed on the City Commission agenda for approval.

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

Thank you.
SH

City Commission Regular Meeting - 5:05 PM **11. J.**

Meeting Date: 01/05/2026

Re: Approval of Change Order No. 19, General Contractor Services, Expansion of the Paver Garden for an amount not to exceed $$14,040 as requested by the City Commission and FPRA.

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

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SUBJECT:

Approval of Change Order No. 19, General Contractor Services, Expansion of the Paver Garden for an amount not to exceed $14,040 as requested by the City Commission and FPRA.

SUMMARY:

During the October 20, 2025 City Commission meeting and the October 21, 2025 FPRA meeting, the Commission and Board discussed modifying the original scope of work for the Highwaymen Museum project. Instead of installing only the proposed path, the revised plan calls for the entire rear paver garden area to be fully covered with pavers.
On December 9, 2025, the Fort Pierce Redevelopment Agency approved Change Order #19 with conditions to ensure the project remains on schedule.
Special Conditions:

- The change order is capped at **$14,040** for the additional pavers.
- The contractor must complete the project by **December 30, 2025**.
- A **10-day extension** beyond the scheduled completion date may be granted if needed.
- Pavers must extend to the **perimeter/fence line**, completing the full rectangular garden area.
- A **formal written change order** must be prepared and submitted.
- The change order and contract require **staff and staff attorney approval** prior to execution.

RECOMMENDATION:

Staff recommends approval of change order No. 19 for the expansion of the Paver Garden

ALTERNATIVES:

Change Order No. 19 was submitted at the direction of the Commission and Fort Pierce Redevelopment Agency (FPRA).

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Commission
Fort Pierce Redevelopment Agency
City Attorney
Journey C & D Group, Inc.

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2026
Account:	104-9400563200
Amount:	$14,040

FISCAL IMPACT:

The funds for this change, not to exceed $14,040.00, will be paid for out of FPRA Account Number: Improvements – Other Improvements - 104-9400563200.

Attachments

Change Order No. 19
Exhibit A - Original Contract
Construction Management Proposal
City Attorney Approval Memo

CHANGE ORDER NO. ____
CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: **11/26/2025** CONTRACTOR: **Journey C + D Group Inc.**

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: **05/22/2023**

CHANGE ORDER REQUESTED BY: City _____ Contractor **X**

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ **513,945.30**
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ **796,160.20**
Net **INCREASE** of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ **14,036.40**
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ **810,196.60**
ORIGINAL CONTRACT TIME	**210** Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	**205** Calendar Days
Net (Increase) (Decrease) resulting from this CHANGE ORDER	**1 1** Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER **(includes the 10-day extension)**	**January 19, 2025**

CHANGES ORDERED:

I. **GENERAL:** This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A"**. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

This change was requested by the City Commission to modify the original scope of work. Instead of installing only the proposed path, the entire rear paver garden area of the Highwaymen Museum is now to be fully covered and installed with pavers.

III. JUSTIFICATION:

The City Commission requested this modification to ensure the Highwaymen Museum's rear garden area provides a consistent, accessible, and visually cohesive surface. Expanding the scope from a single path to full coverage enhances visitor safety, improves ADA accessibility, and creates a more durable and low-maintenance solution. This adjustment also elevates the aesthetic appeal of the museum grounds, aligning with the City's vision of presenting a welcoming and high-quality cultural destination.

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

VI. SPECIAL CONDITIONS

Maximum Cost

- The change order is capped at **$14,040** for the additional pavers.

Completion Timeline

- The contractor must complete the project by **December 30th, 2025**.
- An **extension of 10 additional days** is allowed beyond the scheduled completion date, if needed.

Scope of Work

- The pavers must extend to the **perimeter/fence line**, completing the entire rectangular square area out to the boundaries of the property.

Written Change Order

- A formal **written change order** must be prepared and submitted.

Approval by Staff & Attorney

- The change order and contract must be **approved by staff and the staff attorney** before execution.

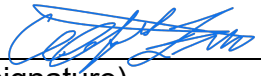
RECOMMENDED BY:

_____
(signature)

_____
(name)

_____
(date)

ACCEPTED BY:



(signature)

Clifford L. Moore Jr.
Clifford L. Moore Jr., CEO
Journey C + D Group, Inc.

12/10/2025
(date)

From the CITY:

APPROVED BY:

_____
Linda Hudson, Mayor

_____
(date)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, City Attorney

_____
(date)

From the FPRA:

APPROVED BY:

_____
Linda Hudson, Chair

_____
(date)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, Agency Attorney

_____
(date)

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

11/17/2025

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-19 for **Pavers**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

02 - Existing Conditions

1. Paver Sand

Price:	**$ 14,036.40** *Fourteen Thousand Thirty Six Dollars and Forty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 11 days.**
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc
Clifford Moore
CGC1524020
Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____
City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 19 - Pavers

Date: 11/17/2025

#	Description of Work	Scheduled Value ($)
1	Project Management and Coordination	2,300.00
2	Site Grading	2,275.00
3	Pavers	8,793.00
4	Profit	668.40
	Total:	14,036.40

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 19 - Pavers

Manager:Clifford Moore

As of 12/8/2025

Potential Change 19

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
02800	Site Grading	1.00	l/s	0.00	0.00	2,275.00	0.00	0.00	2,275.00
	Site Grading	1.00	l/s	Subcontract @	2,275.00	=			2,275.00
02950	Pavers	1.00	l/s	0.00	0.00	8,793.00	0.00	0.00	8,793.00
	Pavers	1.00	l/s	Subcontract @	6,503.00	=			6,503.00
	Paver Sand	1.00	l/s	Subcontract @	2,290.00	=			2,290.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	2,300.00	0.00	0.00	2,300.00
	Project Management and Coordination	1.00	l/s	Subcontract @	2,300.00	=			2,300.00
	SUBTOTAL DIRECT COSTS			**0.00**	**0.00**	**13,368.00**	**0.00**	**0.00**	**13,368.00**
	Indirect Costs			0.00	0.00	0.00	0.00	0.00	
	Indirect Cost Allocation Rates			0.00%	0.00%	0.00%	0.00%	0.00%	
	TOTAL DIRECT & INDIRECT COSTS			**0.00**	**0.00**	**13,368.00**	**0.00**	**0.00**	**13,368.00**
	Fee							5.00%	668.40
	TOTAL PRICE								**14,036.40**

Exhibit A

LUMP SUM CONSTRUCTION

FOR

GENERAL CONTRACTOR SERVICES HIGHWAYMEN MUSEUM

CITY OF FORT PIERCE BID NO. 2022-030

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE NO.
1	DOCUMENT INCORPORATED BY REFERENCE	2
2	REPRESENTATIONS OF THE CONTRACTOR	3
3	INTENT AND INTERPRETATION	3
4	CONTRACTOR'S PERFORMANCE	4
5	TIME FOR CONTRACTOR'S PERFORMANCE, DELAYS	5
6	CONTRACT PRICE AND CONTRACT PAYMENTS	7
7	INFORMATION AND MATERIAL SUPPLIED BY THE CITY	11
8	CEASE AND DESIST/OWNER'S RIGHT TO PERFORM WORK	11
9	DUTIES, OBLIGATION, RESPONSIBILITIES OF CONTRACTOR	12
10	INDEMNITY	15
11	CLAIMS BY THE CONTRACTOR	16
12	SUBCONTRACTORS	16
13	CHANGE ORDERS	17
14	DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK	20
15	CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE	20
16	TERMINATION BY THE CITY	21
17	INSURANCE	23
18	PERFORMANCE AND PAYMENT BONDS	28
19	PROJECT RECORDS	29
20	APPLICABLE LAW	29
21	SUCCESSORS AND ASSIGNS	30
22	MISCELLANEOUS PROVISIONS	30
23	ENTIRE AGREEMENT	31
24	SEVERABILITY	31
25	WAIVER	31
26	SOVEREIGN IMMUNITY	31

AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this __ day of _____, 202__ by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the CITY OF FORT PIERCE, FLORIDA**, **the CITY OF FORT PIERCE,** a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **JOURNEY C&D GROUP, INC** a Florida profit corporation, whose principal address is 1147 NE 7th Avenue, Fort Lauderdale, FL 33304 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. 2022-030, Fort Pierce, Florida**, and

WHEREAS, the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner as detailed in their General Contractor Services, Bid No. 2022-030 Bid Submission, and

WHEREAS, the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS, the CITY's Representative and the Project Manager, as designated by the City Manager, have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Agreement is for Work to be completed on the renovation to an existing two-story, 3,200 square feet building known as the Jackie L. Canyon Building located at 1234 Avenue D, Fort Pierce, FL 34950 (hereinafter the "Project"). This Work includes HVAC replacement, decorative security fencing; upgrade five (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, and paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit "A" – Scope of Work
2. Exhibit "B" – General Conditions
3. Exhibit "C" – Contract Forms

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract Documents"). Any Change Orders, Construction

Change Directives, Directions for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR hereafter shall become and be a part of this Agreement. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Agreement. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "B," "General Conditions" conflict with this Agreement's terms, the Agreement terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Agreement and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Agreement, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project sites and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Agreement (along with its Exhibits), together with the CONTRACTOR'S and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Agreement supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied, or reasonably inferred by the documents which make up this Agreement, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price.

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the

construction industry, according to its common and customary usage.

3(E) Wherever this Agreement calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, or claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."

3(G) The listing herein of any items as constituting a material breach of this Agreement shall not imply that any other, non-listed item will not constitute a material breach of this Agreement.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up this Agreement, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the Project Manager, as designated by the City Manager, of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency, or omission and knowingly failed to report it to the CITY or Project Manager, as designated by the City Manager. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency, or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied, or reasonably inferable from this Agreement including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire work described in the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A," Scope of Work, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, Change Orders, and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Agreement on the date set forth in the Notice to Proceed issued by the Project Manager, as designated by the City Manager, and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within 90 calendar days and Final Completion in 120 calendar days of permits being obtained hereinafter the "Contract Time").** By signing this Agreement, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 9(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$250.00 per day** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Agreement. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Agreement such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use, or operate it in all respects, for

its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed "substantially complete," and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Agreement.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY and the Project Manager, as designated by the City Manager, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work hereunder, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, wars, civil commotions, epidemics, public health emergencies, government regulations, labor disputes, fire, unusual delay in transportation, severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR or any subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Agreement (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Agreement modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or Project Manager, as designated by the City Manager , cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the CITY, with a copy to the Project Manager, as designated by the City Manager, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this Agreement or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to, concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement. The direct costs described above shall be limited to those direct costs attributable solely to this Project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the CITY, with a copy to the Project Manager, as designated by the City Manager, , not more than ten (10) calendar days

from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the CITY or the Project Manager, as designated by the City Manager, to demonstrate a delay in the progress of the Work or the overall Project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation for direct costs only (as set forth above) may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors, or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances, or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) Based on the Scope of Work, identified as **Bid No. 2022-030, General Contractor Services – Highwaymen Museum**, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: **$513,945.30** (hereinafter the "Contract Amount").

6(B) Prior to review of the first Payment Request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Agreement. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY.

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a Payment Request for the period ending the last calendar day of the previous month (hereafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the Project Manager, as designated by the City Manager.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the Contract Amount allocable to Agreement requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the CITY or Project Manager, as designated by the City Manager, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the Project Manager, as designated by the City Manager, with Payment Request. Risk of loss shall be borne by, and insurance must be provided by, the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance is to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR'S fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR'S representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Agreement, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the Project Manager, as designated by the City Manager, shall review the Payment Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Agreement. The amount of each such payment shall be the amount approved for payment by the Project Manager, as designated by the City Manager, , less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Agreement, subject to approval by the CITY. Approval of the CONTRACTOR'S Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the Project Manager, as designated by the City Manager, properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers, or others having lien or claim rights, wherein said subcontractors, material, men, suppliers, or others

having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights, or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said work rests with CONTRACTOR until Substantial Completion of contracted Project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY, nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any Work of the CONTRACTOR not strictly in compliance with this Agreement.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's work not being in requirements of this Agreement; or

(2) The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or

(3) The CONTRACTOR's rate of progress being such that, in the opinion of the Project Manager, as designated by the City Manager,, Substantial Completion may be inexcusably delayed; or

(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or

(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or

(6) Loss caused by the CONTRACTOR; or

(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. As applicable under Florida law, the CITY's rights hereunder survive the term of this Agreement, are not waived by final payment and/or acceptance, and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The Project Manager, as designated by the City Manager, will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the Project Manager, as designated by the City Manager, will therein set forth the date of Substantial Completion for approval. After approval, the CITY will so notify the CONTRACTOR. If the Project Manager, as designated by the City Manager, , through his review, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s), which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the Project Manager, as designated by the City Manager, of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective, or nonconforming work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY or the Project Manager, as designated by the City Manager, thereof in writing. Thereupon, the Project Manager, as designated by the City Manager, will perform a final inspection of the Project. If the Project Manager, as designated by the City Manager, concurs that the Project is complete and in full accordance with this Agreement and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Amount, less any amount withheld pursuant to this Agreement. If the Project Manager, as designated by the City Manager, is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment;

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for Final Completion as set forth in Article 5(A) above.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the Project

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Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Agreement, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the Project Manager, as designated by the City Manager, in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Agreement, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Agreement. The Project Manager, as designated by the City Manager, shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Agreement, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the Agreement modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

7(B) The CONTRACTOR is responsible for obtaining all permits required. The CITY is responsible for payment of all permit fees. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the Project Manager, as designated by the City Manager, shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any CITY personnel other than the Project Manager, as designated by the City Manager ,. This provision shall in no way limit the authority of the Finance Director as described herein or of the CITY'S City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely

completion in accordance with the Contract Documents, the Project Manager, as designated by the City Manager, may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the Project Manager, as designated by the City Manager, issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the Project Manager's, as designated by the City Manager, instructions, provide a written, verified plan to eliminate or correct the cause of the Project Manager's, as designated by the City Manager, order, which plan appears to the Project Manager, as designated by the City Manager, to be reasonable, actually attainable, and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto, or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Agreement requirements which would render the CONTRACTOR's later Work not in compliance with the Agreement requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this article shall be in addition to the CITY's ability to remove portions of the Work from this Agreement and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings or other submittals. If the CONTRACTOR performs work knowing or believing, or if through exercise of reasonable diligence, they should have known that such work involves an error, inconsistency or omission in the Agreement without first providing written notice to the Project Manager, as designated by the City Manager, , the CONTRACTOR shall be responsible for such Work and shall correct same bearing the costs set forth in Article 3(H) above.

9(B) All Work shall strictly conform to the requirements of this Agreement. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

9(C) The Work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors, or omissions of those engaged in the Work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed.

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Agreement shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Agreement. Any work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR'S warranty.

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the Work.

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION
Clifford L. Moore, Jr.	Construction Manager
Jarad Wahl	Operations Manager
Jennifer Tiffeau	Project Manager

If at any time the Project Manager, as designated by the City Manager, reasonably determines that any employee of the CONTRACTOR is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the Project Manager, as designated by the City Manager, shall so notify the CONTRACTOR, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the CITY and the Project Manager, as designated by the City Manager, the CONTRACTOR's schedule for completing the Work prior to submittal of the first application for payment. The Project Manager, as designated by the City Manager, will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the plans which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR'S schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the CITY and the Project Manager, as designated by the City Manager . Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Agreement.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other

submittals. All of these items shall be available to the Project Manager, as designated by the City Manager, during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Agreement. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such has been approved in writing by the Project Manager, as designated by the City Manager, or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Agreement requirements. However, approval by the Project Manager, as designated by the City Manager, shall not be evidence that work installed pursuant thereto conforms with the requirements of this Agreement, and shall not relieve the CONTRACTOR of responsibility for deviations from the Agreement unless the Project Manager, as designated by the City Manager, has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meet the requirements of the Agreement, or will do so, including field measurements, materials, and field construction criteria related thereto.

The Project Manager, as designated by the City Manager, shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the Project Manager, as designated by the City Manager .

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its Work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Agreement, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Agreement. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to its employees, subcontractors' employees, employees of the CITY, members of the public, the Work itself and unassembled components thereof, and other property at the site or

adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the Project Manager, as designated by the City Manager , the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor, or material man. This obligation shall be in addition to the requirements of Article 10 herein. The Project Manager, as designated by the City Manager, may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority, the Project Manager, as designated by the City Manager, shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The Project Manager, as designated by the City Manager, shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the Project Manager, as designated by the City Manager, upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the Project Manager, as designated by the City Manager, and the CONTRACTOR. In the case of work stopped hereunder, Article 5 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death, or property damage, and regardless, of whether the allegations are false, fraudulent, or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, and appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 5 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Amount may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the Project Manager, as designated by the City Manager, written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation.

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Agreement, the CONTRACTOR shall have identified to the Project Manager, as designated by the City Manager, , in writing, those parties required to

be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the Project Manager, as designated by the City Manager, . The Project Manager, as designated by the City Manager, shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the Project Manager, as designated by the City Manager, , along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Agreement termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Agreement for default or convenience as provided herein, and only as to those subcontracts which the Project Manager, as designated by the City Manager, accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Agreement. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment or arising from events, acts, failures to act, facts, or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the Work within the general scope of this Agreement may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 5 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and

within the time specified by the Project Manager, as designated by the City Manager, , with any proposal for a contract modification.

b. The price breakdown:

(a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

(b) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR'S proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the Contract Amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by: (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties, and (c) the CONTRACTOR'S execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR'S agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Amount, and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known.

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR'S surety with reference to all Change Orders if such notice, consent, or approval are required by the CITY, the CONTRACTOR'S surety or by law. The CONTRACTOR'S

execution of the Change Order shall constitute the CONTRACTOR'S warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR'S or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment, or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any work performed by the CONTRACTOR'S own forces, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

For Change Orders the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+ CONTRACTOR's Direct Labor Costs
+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its work in violation of this Agreement or in violation of an instruction from the Project Manager, as designated by the City Manager, , such work shall be uncovered and displayed for review by the Project Manager, as designated by the City Manager, and/or the CITY'S consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the Project Manager, as designated by the City Manager, , be uncovered and displayed for the Project Manager, as designated by the City Manager, and/or the CITY'S consultants. If the uncovered work conforms strictly to this Agreement, the costs incurred by the CONTRACTOR to uncover and subsequently replace such work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the Project Manager, as designated by the City Manager, as defective or failing to conform to this Agreement. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections, and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the Project Manager, as designated by the City Manager;

14(E) Project Manager, as designated by the City Manager, may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The CONTRACTOR, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the Project Manager, as designated by the City Manager, agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to the specified additional time to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY'S rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof, when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

15(B) In the event the Project Manager, as designated by the City Manager, directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and

(2) preserving and protecting work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work.

When the Project Manager, as designated by the City Manager, orders any suspension of the Work under this Subarticle (C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Agreement in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and

claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(l) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing, or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle 16 (A)(3) below.

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder.

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

(a) Contract costs for labor, materials, equipment, and other services accepted under this Agreement.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR'S performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle 16(A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to, and the CONTRACTOR shall be limited by, the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall, in no event, include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel, or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment, and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material

provision of this Agreement, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Final Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors, or omissions or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY, at all times, reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require, and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability, and Pollution Liability

Insurance, an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement, CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

Workers' Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers, and employees scheduled thereon.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the Final Completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers, and employees as additional insureds.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Liability shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents, and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents, and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Agreement.

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any WORK under this Agreement. Failure to do so shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract Amount. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05, Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Agreement, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the U.S. Department of the Treasury Circular 570, Revised 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further, the surety company shall provide the CITY with evidence satisfactory to the CITY, that

such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Agreement may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

:

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal, or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by the CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Agreement. The CONTRACTOR shall not assign this Agreement without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, rules, and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule, or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity," as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon, or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Agreement or otherwise shall be sent to the following:

CITY:
FORT PIERCE REDEVELOPMENT AGENCY
CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480
Attention: City Manager
City Attorney

CONTRACTOR
JOURNEY C&D GROUP, INC
1147 NE 7th Avenue
Fort Lauderdale, FL 33304
Attention: Clifford L. Moore, Jr.

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

JARAD WAHL
Print Name

Signature

Joanna Wahl
Print Name

Signature

CONTRACTOR:
JOURNEY C&D GROUP, INC.

By:

Title: CEO

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson
Linda Hudson, Chairperson

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Tanya Early, City Attorney

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

SCOPE OF WORK

of the Jackie L. Caynon Building to house
The City of Fort Pierce Florida Highwaymen Museum

SCOPE OF WORK

The Fort Pierce Redevelopment Agency received funding from the Florida Department of State's African American Cultural Grant to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. All tasks associated with this project shall meet the requirements set forth in the agreement by and between the State of Florida, Department of State and the City of Fort Pierce. The project consists of the following elements:

Overall Building

- Remove existing HVAC equipment and install (2) 4-ton variable speed A/C Systems.
- Remove existing 56-feet of fence and replace with 360 LF of decorative aluminum security fence & concrete column fencing per renderings and estimates around the .07- acre property.
- Install a new 128KW generator to power the entire building in case of a power outage.

Exterior

- Pressure wash and paint the exterior of 3,200 square-foot building.
- Install 1,200 square foot brick paver art garden

Interior

First Level

- Install (20) sections of LED track lighting throughout the first floor (4 rooms, hallway, and proposed space for multi-purpose room).
- Install 6 temporary window treatments to cover all windows on the first floor to reduce natural lighting. Something that can be used to hang art on.
- Upgrade (3) exterior doors with impact storefront doors to complement security enhancements.
- Renovate 90 square-feet kitchen.
- Install 9ft custom wood shutters on the countertop to hide kitchen when not in use.
- Replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (12) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls.
- Complete demolition of kitchen and installation of all new flooring, cabinets, countertops, and appliances.

Second Level

- Install (24) sections of LED track lighting throughout the second-floor area (five rooms, hallway, and proposed space for the main gallery).
- Install (12) custom window coverings to cover windows in 4 rooms and the main gallery area. Something that can be used to hang art on.
- Upgrade (2) exterior doors with impact storefront doors to complement security enhancements.
- Remove cabinet and sink. Repair, patch, and paint area.
- Install 8-foot partition to hide the sink and cabinets when not in use
- Remove and replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (5) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

EXHIBIT “B”

GENERAL CONDITIONS

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1	Contract Documents Defined Terms	2
2	Project Manager	7
3	FPRA and City	7
4	Contractor	8
5	Subcontractors	12
6	Work by City/Separate Contractors	13
7	Miscellaneous Provisions	14
8	Time	16
9	Payments and Completion	17
10	Protection of Persons and Property	21
11	Insurance Requirements	22
12	Changes in the Work	22
13	Uncovering and Corrections of Work	24
14	Termination of the Contract	25
15	Unfavorable Weather/Other Conditions	26
16	Engineering/Field Inspections Due to Overtime and Delays	26
17	Before Starting Construction	26
18	Precedence of Contract Documents	27
19	Measurement and Payment	27
20	“Deleted”	28
21	Coordination	28
22	“Deleted”	29
23	“Deleted”	29
24	Preconstruction Conference	29
25	Progress Meetings	29
26	Contract Closeout	30

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Project Manager, as designated by the City Manager, pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the Project Manager, as designated by the City Manager, pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the Project Manager, as designated by the City Manager, of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 FPRA AND CITY

The Fort Pierce Redevelopment Agency (FPRA) and City of Fort Pierce: The Owner.

1.1.15 CONTRACT AMOUNT
The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

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1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the Project Manager, as designated by the City Manager, to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification
may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The Fort Pierce Redevelopment Agency and the City of Fort Pierce: The Owner.

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1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the Project Manager, as designated by the City Manager.

1.1.29 PUBLIC WORKS INSPECTOR

The authorized representative designated by the Project Manager, as designated by the City Manager, assigned for site inspections or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work; Small cuts or containers of materials; Complete units of repetitively-used materials; Swatches showing color, texture, and pattern; Color range sets; or Units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word 'approved,' 'reviewed,' 'acceptable,' 'satisfactory,' 'directed,' 'required,' 'permitted,' 'ordered,' 'designated,' 'prescribed,' or words of like import are used, it shall be understood that the action required,

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reference, or determination rests solely with the Project Manager, as designated by the City Manager, or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words 'as shown' or 'as indicated' or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word 'Product' is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term 'Project Manual' as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

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SECTION 2 - THE PROJECT MANAGER, AS DESIGNATED BY THE CITY MANAGER

2.1 The Project Manager, as designated by the City Manager is authorized to oversee implementation of the Contract Documents.

2.2 The Project Manager, as designated by the City Manager, will visit the site at intervals to check the quality or quantity of the Work. The Project Manager, as designated by the City Manager, will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Manager, as designated by the City Manager, will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The Project Manager, as designated by the City Manager, shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Project Manager, as designated by the City Manager, may perform his functions under the Contract Documents.

2.3 The Project Manager, as designated by the City Manager, will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Project Manager, as designated by the City Manager, for such interpretations.

SECTION 3 – FPRA AND CITY

3.1 DEFINITION

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) and the City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to through the Contract Documents as if singular in number and masculine in gender. The term Owner means the FPRA, the City, or their authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

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3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Agreement, to include Articles 8, 10, 14, 15,16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with Agreement and Sections 8, 14, 15, and 16, as noted in the Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager, as designated by the City Manager, any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the Project Manager, as designated by the City Manager, for any damage resulting from such errors, inconsistencies, or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

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4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the Project Manager, as designated by the City Manager, that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the Project Manager, as designated by the City Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Project Manager, as designated by the City Manager, in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Project Manager, as designated by the City Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the Project Manager, as designated by the City Manager, with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the Project Manager, as designated by the City Manager, by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Project Manager, as designated by the City Manager, for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Project Manager, as designated by the City Manager, may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable Project Manager, as designated by the City Manager, to review the information as required.

4.12.2 Contractor shall also submit to Project Manager, as designated by the City Manager, for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and

pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give Project Manager, as designated by the City Manager, specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Project Manager, as designated by the City Manager, for review and approval of each such variation.

4.12.5 Project Manager, as designated by the City Manager, will review and take action within 14 calendar days of receipt of shop drawings and samples, but Project Manager's, (as designated by the City Manager) review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the Project Manager, as designated by the City Manager, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager, as designated by the City Manager, on previous submittals.

4.12.6 Project Manager's, as designated by the City Manager, review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Project Manager's, as designated by the City Manager, attention to each such variation at the time of submission as required by Subparagraph 4.12.4 and Project Manager, as designated by the City Manager, has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by Project Manager, as designated by the City Manager, relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required, any related Work performed prior to Project Manager's, as designated by the City Manager, review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

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4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the Project Manager, as designated by the City Manager.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Project Manager, as designated by the City Manager.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Agreement, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents

as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall be in compliance with the Agreement, to include Article 12, and all Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager, as designated by the City Manager, any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

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6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the Project Manager, as designated by the City Manager, shall determine to be just.

SECTION 7 MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 CONSIDERATION OF BIDS – SCOPE ALTERNATES

7.5.1 For the purpose of award, after opening and reading the proposals, the CITY will consider as the bid the correct summation of each unit bid price multiplied by estimated quantities shown in the proposal. On this basis, the CITY will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the CITY

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reserves the right to reject any or all proposals and to waive technical errors that the CITY may deem best for the interest of the City. Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

7.6 PERFORMANCE AND PAYMENT BOND

7.6.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.6.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.6.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.7 RIGHTS AND REMEDIES

7.7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7.2 No action or failure to act by the City, , Project Manager, as designated by the City Manager, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.8 TESTS

7.8.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Project Manager, as designated by the City Manager, timely notice of its readiness so the Project Manager, as designated by the City Manager, may observe, provide or instruct such inspection, testing or approval. The
Contractor shall bear all costs of such tests or approvals. Unless otherwise provided, the City shall bear all costs of other inspections. The Contractor shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications.

7.8.2 If the Project Manager, as designated by the City Manager, determines that any Work requires

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special inspection, testing, or approval which Paragraph 7.8.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.8.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the Project Manager, as designated by the City Manager.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the Project Manager, as designated by the City Manager, when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, as designated by the City Manager, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer or Project

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Manager, as designated by the City Manager, determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Project Manager, as designated by the City Manager, may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Project Manager, as designated by the City Manager, not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

SECTION 9 – PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and Project Manager, as designated by the City Manager, an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the Project Manager, as designated by the City Manager, may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the Project Manager, as designated by the City Manager, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

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9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Project Manager, as designated by the City Manager, will, within 10 days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the Project Manager, as designated by the City Manager, determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the Project Manager's, (as designated by the City Manager) observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Project Manager, as designated by the City Manager, shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Project Manager, as designated by the City Manager, has approved the complete Application for Payment, the City shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The Project Manager, as designated by the City Manager, may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager, as designated by the City Manager, on account of Work done by such Subcontractor.

9.5.3.3 Withholding Payment for Failure to Comply with the American Recovery and Reinvestment Act of 2009: The Department will withhold progress payments from the Contractor for failure to comply.

9.5.4 Neither the City nor the Project Manager, as designated by the City Manager, shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may



otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to Project Manager, as designated by the City Manager, receiving Partial Releases of Liens applicable to previous payments received by Contractor**.

9.6 PAYMENTS WITHHELD

9.6.1 The Project Manager, as designated by the City Manager, may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the Project Manager, as designated by the City Manager, is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Project Manager, as designated by the City Manager, cannot agree on a revised amount, the Project Manager, as designated by the City Manager, will promptly approve the payment for the amount for which he is able to make such representations to the City. The Project Manager, as designated by the City Manager, also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied;

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice;

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. Project Manager, as designated by the City Manager, may request Partial Releases of Liens prior to payment;

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. Damage to the City or other contractor;

6. Reasonable evidence that the Work will not be completed within the Contract Time, or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

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9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the Application for Payment, through no fault of the Contractor, within 14 days after receipt of the Contractor's Application for Payment, then the Contractor may, upon 7 additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut- down, delay, and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager, as designated by the City Manager, will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information, and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The Project Manager's, (as designated by the City Manager), final approval for payment will constitute a further representation that the conditions precedent to the Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Project Manager, as designated by the City Manager, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub-subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers;
2. Faulty or defective Work appearing after Substantial Completion;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

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9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the Project Manager, as designated by the City Manager, and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or Project Manager, as designated by the City Manager, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the Project Manager, as designated by the City Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 PROJECT MANAGER'S (AS DESIGNATED BY THE CITY MANAGER) STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the Project Manager, as designated by the City Manager, will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 – INSURANCE
(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 – CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Project Manager, as designated by the City Manager, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by

Type te

Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Project Manager, as designated by the City Manager, written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Project Manager, as designated by the City Manager. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.3, (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Project Manager, as designated by the City Manager, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

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SECTION 13 – UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager, as designated by the City Manager, or to requirements specifically expressed in the Contract Documents, it must, if required by the Project Manager, as designated by the City Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Project Manager, as designated by the City Manager, has not specifically requested or required to observe prior to being covered, the Project Manager, as designated by the City Manager, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager, as designated by the City Manager, as defective or as failing to conform to the Contract Documents whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Project Manager, as designated by the City Manager, or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, as designated by the City Manager, the City may remove it and replace the materials or equipment at the expense of the Contractor.

Type te

If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 – TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the Project Manager, as designated by the City Manager, has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the Project Manager, as designated by the City Manager, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors

or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Project Manager, as designated by the City Manager, that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Project Manager's, as designated by the City Manager, additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the Project Manager, as designated by the City Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 – UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the Project Manager, as designated by the City Manager, the Contractor shall be able to overcome them.

SECTION 16 – ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 – BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the

Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the Project Manager, as designated by the City Manager, any conflict, error, or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from Project Manager, as designated by the City Manager, before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or Project Manager, as designated by the City Manager, for failure to report any conflict, error, or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City and Project Manager, as designated by the City for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The Project Manager, as designated by the City Manager, may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as Project Manager, as designated by the City Manager, directs, to attend the conference.

SECTION 18 – PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

> Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 – MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the



Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Project Manager, as designated by the City Manager, shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined om a percentage of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20
"DELETED"

SECTION 21 – COORDINATION

21.1 Contractor shall (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion, and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22

"DELETED"

SECTION 23

"DELETED"

SECTION 24 –PRECONSTRUCTION CONFERENCE

24.1 Project Manager, as designated by the City Manager, will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.

24.3 Agenda:

1	Execution of City-Contractor Agreement;
2	Submission of executed bonds and insurance certificates;
3	Distribution of Contract Documents;
4	Submission of list of Subcontractors, and progress schedule;
5	Designation of personnel representing the parties in Contract, and the Project Manager, as designated by the City Manager;
6	Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7	Scheduling
8	Scheduling activities of Testing Laboratory

SECTION 25 –PROGRESS MEETINGS

25.1 Project Manager, as designated by the City Manager, or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within three (3) days to participants and those affected by decisions made.

25.2 Agenda:

1	Review minutes of previous meetings;
2	Review of Work progress;
3	Field observations, problems, and decisions;
4	Identification of problems which impede planned progress;
5	Review of submittals schedule and status of submittals;
6	Review of off-site fabrication and delivery schedules;
7	Maintenance of progress schedule;
8	Corrective measures to regain projected schedules;

9	Planned progress during succeeding work period;
10	Coordinate of projected progress;
11	Maintenance of quality and work standards;
12	Effect of proposed changes on progress schedule and coordination;
13	Other business relating to Work

SECTION 26 – CONTRACT CLOSEOUT

26.1 DESCRIPTION

26.1.1 Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Project Manager, as designated by the City Manager, will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Project Manager, as designated by the City Manager, consider that the work is incomplete or defective: (1) the Project Manager, as designated by the City Manager, will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Project Manager, as designated by the City Manager, will re-inspect the Work.

4. When the Project Manager, as designated by the City Manager, finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

26.3.1 Should the Project Manager, as designated by the City Manager, perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Project Manager, as designated by the City Manager, the following documentation:

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1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;

2. Warranties and Bonds;

3. Evidence of Payment and Release of Liens;

4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location and elevation of the structure, utility lines, the elevation referenced to NGVD 1929. No erasures are permitted. Where changes occur, cross out design information and denote constructed information.

   The Contractor shall submit four sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings CD's supplied in digital format (AutoCAD).

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit C

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EXHIBIT “C”

CONTRACT FORMS

TABLE OF CONTENTS

ITEM NO.	DESCRIPITON	PAGE NO.
1	PERFORMANCE BONDS	33
2	PAYMENT BONDS	36
3	NOTICE OF AWARD	39
4	NOTICE TO PROCEED	41
5	CHANGE ORDER FORM	42
6	CERTIFICATE OF OWNER’S ATTORNEY	44
7	NON-COLLUSION AFFIDAVIT	45
8	PUBLIC ENTITY STATEMENT	46
9	NON-SEGREGATED FACILITIES	49
10	TRENCH SAFETY ACT	50
11	DRUG-FREE WORKPLACE	51
12	E-VERIFY	52

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CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

_____
(Address)

(Corporate Seal)

_____
Witness as to Surety

_____

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

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CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

_____
Principal

_____ By _____
(Principal) Secretary

Name _____ Name _____

Type te

(Type)

(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

_____
(Address)

_____
Witness as to Surety

_____

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NOTICE TO PROCEED

Date: 4/26/23

To: Searcy C&D Group Inc.

Notice to Proceed on Project: **General Contractor Services – Highwaymen Museum**

Bid No.: **2022- 030**

Cost of Project based on Unit Prices by Agreement: $ 513,945.30

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2023, and to obtain Substantial completion within 180 calendar days and Final completion within 210 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: December **, 2023.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ 4/26/23
Contractor Date

END OF SECTION

EXHIBIT "C"

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

Type text

EXHIBIT "C"

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

Date:_____

By:_____
Signature & Title

END OF CHANGE ORDER

EXHIBIT “C”

CERTIFICATE OF OWNER’S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____
Attorney

_____
Date

END OF SECTION

Type text

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Clifford L. Moore Jr., being first duly sworn, deposes and says:

That he/she is CEO of Journey C+D Group Inc.
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Journey C+D Group Inc
(Firm Name)

By: [signature]

Title: CEO

Subscribed and sworn to before me this 4th ~~31st~~ day of APRIL, 2023

[signature]
Notary Public

My Commission expires: (Seal)

4-27-25

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

END OF SECTION

EXHIBIT "C"

PUBLIC ENTITY AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2022-030 for General Contractor Services Highwaymen Museum.

2. This sworn statement is submitted by Journey C & D Group Inc.
(name of entity submitting sworn statement)

whose business address is 1147 NE 7th Ave Fort Lauderdale FL 33304 and

(if applicable) its Federal Employer Identification Number (FEIN) is 83-0791784 _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: Clifford L Moore Jr.)

3. My name is Clifford L. Moore Jr. my relationship to the entity
(please print name of individual signing)

named above is CEO.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

Type tex

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 4/26/23

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clifford L. Moore Jr. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of April, 2023.

NOTARY PUBLIC SEAL:

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My commission expires: 4-27-25

END OF SECTION

EXHIBIT "C"

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: April 26th, 2023

Official Address
(Including Zip Code):

1147 NE 7th Ave.
Fort Lauderdale FL 33304

By: _____

CEO
(Title)

END OF SECTION

EXHIBIT "C"

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Zero Dollars
(Written)

$0.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Journey C & D Group Inc.
(Company Contractor)

By: _____
(President's Signature)

Clifford L. Moore Jr.
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in BROWARD County, Florida on the 4th day of APRIL, 2023.

Notary Public: _____ (affix seal)

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My Commission Expires: 4/27/25

END OF SECTION

EXHIBIT "C"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Journey C+D Group Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

4/26/23
Date

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **GENERAL CONDITION B RECONSTRUCTION**

Bid No.: **2022- 030**

Project Description: General Contractor Services to renovate an existing two-story, 3,200 square feet building to house City of Fort Pierce Florida Highwaymen Museum.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Journey C+D Group Inc.

Authorized Signature: _____

Title: CEO

Date: 4/26/23

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Journey C&D Group Inc
6200 SW 6th St
Plantation, FL 33317

COVERAGES **CERTIFICATE NUMBER:** 752259125 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	X	NXTXGCY5K5-02-WC	07/27/2022	07/27/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Fort Pierce/Grants Administration Division. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
PO Box 1480
Fort Pierce, FL 34954

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731 Port Saint Lucie FL 34983	CONTACT NAME: Acch Insurance Agency LLC PHONE (A/C, No, Ext): (772) 985-5265 FAX (A/C, No): 772-408-5501 E-MAIL ADDRESS: acchinsagency@hotmail.com
INSURED JOURNEY C&D GROUP INC. 1147 NE 7th Avenue Fort Lauderdale, FL 33304	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : James River Insurance Company — 12203 INSURER B : Progressive Express Ins Company — 10193 INSURER C : Scottsdale Insurance Company — 41297 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	00135809-0	10/03/2022	10/03/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [x] Comprehens [x] Collision	X		00452867-2	02/19/2023	02/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 500
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XBS0168792	08/03/2022	08/03/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid No. 2022-030 General Contractor Services Highwaymen Museum
The City and its members, officials, officers and employees included as an additional insured, on the named insured's General Liability and Automobile policy, in respect to the named insured liability exposure for
General Liability Coverage Form (ISO Form CG 00 01 12 07), Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 07 04)
Waiver of subrogation (CG 24 04 05 09), Additional Insured (CG 20 10 07 04)

CERTIFICATE HOLDER

CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <AH> Angela Hewle

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Where required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE AGENCY PARTNER

May 1, 2023

Journey C&D Group, Inc.

RE: CITY OF FORT PIERCE, as Obligee
Project: Bid No. 2022-030 General Contractor Services Highwaymen Museum
Bond No. B98824034790

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

This letter is also giving Journey C&D Group, Inc. as Principal and/or CITY OF FORT PIERCE, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
American Southern Insurance Company

Kevin R. Wojtowicz
Attorney-in-Fact

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1936
KANSAS

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
W: nielsonbonds.com

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue , Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)

P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($ 513,945.30),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 2 (Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

Journey C&D Group, Inc.
Principal

By _____

_____
(Principal) Secretary

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

American Southern Insurance Company
Surety

NA
(Surety) Secretary

By _____
Attorney-in-Fact

Name NA
(Type)

Name Kevin Wojtowicz, Attorney-In-Fact
(Type)

(Corporate Seal)

P O Box 723030
(Address)

Atlanta, GA 31139

_____
Jessica Reno, Witness as to Surety

_____
Stephanie Wall, Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

Bond No.B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue, Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)
P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($513,945.30), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

Journey C&D Group, Inc.
Principal

_____
(Principal) Secretary

By _____

Name _____

Name _____

(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

ATTEST:

NA
(Surety) Secretary

Name NA
(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

(Type)

Title

(Address)

American Southern Insurance Company
Surety

By
Attorney-in-Fact

Name Kevin R. Wojtowicz
(Type)

P.O Box 723030
(Address)

Atlanta, GA 31139

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street, Topeka, Kansas 66611 **Mailing Address:** 3715 Northside Pkwy, NW, STE 4-800, Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest: _____
Melonie A. Coppola, Corporate Secretary

American Southern Insurance Company
By: _____
Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA NOTARY SEAL:

JONATHAN BELL
My Commission Expires
NOTARY PUBLIC
03-12-2025
CHEROKEE COUNTY, GA

_____
Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the _____ day of _____, _____.

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1998
KANSAS

_____
Jerry A. Underwood
Vice President – Surety

POA NUMBER: 94630

Exihibit B

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT
CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-12 for **Drainage Parking Lot Engineering**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Price:	**$ 45,654.20** *Forty Five Thousand Six Hundred Fifty Four Dollars and Twenty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 14 days.**
Clarification(s):	• No abatement of any kind • Dumpster included • No Permit Fees Included
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc



Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 12 - Drainage Parking Lot Engineering

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Parking Lot Drainage and New Asphalt	35,000.00
2	Parking Lot Drainage Engineering	3,800.00
3	Project Management and Coordination	3,470.00
4	Surveys	800.00
5	Profit	2,584.20
	Total:	45,654.20

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 12 - Drainage Parking Lot Engineering

Manager:Clifford Moore

As of 12/17/2024

Potential Change 12

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
02100	Parking Lot Drainage and New Asphalt	1.00	l/s	0.00	0.00	35,000.00	0.00	0.00	35,000.00
	Parking Lot Drainage and New Asphalt - Allowance	1.00	l/s	Subcontract @	35,000.00	=			35,000.00
010000	Parking Lot Drainage Engineering	1.00	l/s	0.00	0.00	3,800.00	0.00	0.00	3,800.00
	Parking Lot Drainage Engineering	1.00	l/s	Subcontract @	3,800.00	=			3,800.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	3,470.00	0.00	0.00	3,470.00
	Project Management and Coordination	1.00	l/s	Subcontract @	3,470.00	=			3,470.00
022100	Surveys	1.00	l/s	0.00	0.00	800.00	0.00	0.00	800.00
	Surveys	1.00	l/s	Subcontract @	800.00	=			800.00

SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Fee					6.00%	2,584.20
TOTAL PRICE						**45,654.20**

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

11/17/2025

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-19 for **Pavers**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

02 - Existing Conditions

1. Paver Sand

Price:	**$ 14,036.40** *Fourteen Thousand Thirty Six Dollars and Forty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 11 days.**
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc
Clifford Moore
CGC1524020
Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____
City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 19 - Pavers

Date: 11/17/2025

#	Description of Work	Scheduled Value ($)
1	Project Management and Coordination	2,300.00
2	Site Grading	2,275.00
3	Pavers	8,793.00
4	Profit	668.40
	Total:	14,036.40

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 19 - Pavers

Manager:Clifford Moore

As of 12/8/2025

Potential Change 19

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
02800	Site Grading	1.00	l/s	0.00	0.00	2,275.00	0.00	0.00	2,275.00
	Site Grading	1.00	l/s	Subcontract @	2,275.00	=			2,275.00
02950	Pavers	1.00	l/s	0.00	0.00	8,793.00	0.00	0.00	8,793.00
	Pavers	1.00	l/s	Subcontract @	6,503.00	=			6,503.00
	Paver Sand	1.00	l/s	Subcontract @	2,290.00	=			2,290.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	2,300.00	0.00	0.00	2,300.00
	Project Management and Coordination	1.00	l/s	Subcontract @	2,300.00	=			2,300.00
	SUBTOTAL DIRECT COSTS			**0.00**	**0.00**	**13,368.00**	**0.00**	**0.00**	**13,368.00**
	Indirect Costs			0.00	0.00	0.00	0.00	0.00	
	Indirect Cost Allocation Rates			0.00%	0.00%	0.00%	0.00%	0.00%	
	TOTAL DIRECT & INDIRECT COSTS			**0.00**	**0.00**	**13,368.00**	**0.00**	**0.00**	**13,368.00**
	Fee							5.00%	668.40
	TOTAL PRICE								**14,036.40**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: APPROVAL OF CHANGE ORDER NO. 19, GENERAL CONTRACTOR SERVICES, EXPANSION OF THE PAVER GARDEN FOR AN AMOUNT NOT TO EXCEED $14,040 AS REQUESTED BY A CITY COMMISSIONER

CAO RLS FILE: RLS 25-403

DATE: DECEMBER 16, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Change Order for the Highwaymen Museum project. The date for the completion date has 2025, which needs changed to 2026. With that change, the Change Order is approved as to form and correctness.

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

Thank you.
SH

City Commission Regular Meeting - 5:05 PM **11. K.**

Meeting Date: 01/05/2026

Re: 2026 FLC Legislative Action Days

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

SUBJECT:

Approval for Mayor Hudson to attend the 2026 Florida League of Cities Legislative Action Days in Tallahassee, Florida from January 25 to January 28, 2026, at a cost of $1,366.97.

SUMMARY:

The 2026 Florida League of Cities Legislative Action Days are a great resource for elected officials sponsored by the Florida League of Cities.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk.

COORDINATED WITH:

Linda Hudson, Mayor

Attachments

Travel Packet

REGISTRATION INFORMATION
2026 FLC Legislative Action Days

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Home2 Suites by Hilton
Tallahassee State Capitol
210 S Magnolia Dr.
Tallahassee, FL

DATE: **12/09/25**

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: Jan. 25, 2026
3. RETURN DATE: Jan. 28, 2026
4. DESTINATION: Tallahassee, FL
5. CODE CHARGE: **0011000-540300**
6. AMT BUDGETED: 18,918.00

DEPARTMENT: City Commission
DEPARTURE TIME: 12PM
RETURN TIME: 7PM
PURPOSE: 2026 Florida League of Cities Legislative Action Days

7. BALANCE AVAILABLE: **$15,829.84**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	50.00			
* HOTEL BILL: Confirmation #	682.53			
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 734			513.80	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			17.28	
* MISC. EXPENSES				
MEALS				
3 BREAKFAST @ $8.00			24.00	
3 LUNCH @ $8.00			24.00	
2 DINNER @ $20.00			40.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			6.16	
15% GRATUITIES			13.20	
TOTALS	732.53	0.00	643.44	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED) 12/09/2025

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

FLC
FLORIDA LEAGUE OF CITIES

Agenda

Monday Tuesday Wednesday

Monday, January 26, 2026

12:30 p.m. – 5:30 p.m.

Registration Desk
Sittig Hall, Florida League of Cities, 301 S. Bronough St.

1:00 p.m. – 5:00 p.m.

Continuing Education in Ethics Workshop
TSC Center for Innovation, 350 S. Duval St.

3:30 p.m. – 4:30 p.m.

Capitol Tour with FLC Staff

5:15 p.m. – 6:00 p.m.

Advocacy Strategy Session
TSC Center for Innovation, 350 S. Duval St.

6:00 p.m. – 7:00 p.m.

FLC
FLORIDA LEAGUE OF CITIES

Tuesday, January 27, 2026

8:00 a.m. – 10:30 a.m.

Registration Desk
City Hall Chambers, Second Floor, 300 S. Adams St.

8:30 a.m. – 9:30 a.m.

Capitol Prep Session with the FLC Team
City Hall Chambers, Second Floor, 300 S. Adams St.

9:30 a.m. – 9:45 a.m.

Regional Team Strategy Meetings
City Hall Chambers, Second Floor, 300 S. Adams St.

10:00 a.m. – 5:00 p.m.

Capitol Visits
Florida State Capitol, 400 S. Monroe St.

12:00 p.m. – 1:30 p.m.

Lunch Coupons Available for Early's at the Capitol
Lower Level, Florida State Capitol, 400 S. Monroe St.

5:30 p.m. – 9:30 p.m.

FLC Reception and Dinner – RSVP Required
Dunlap Champions Club at Doak Campbell Stadium
(Transportation to and from downtown provided)

Wednesday, January 28, 2026

FLC
FLORIDA LEAGUE OF CITIES

9:00 a.m. – 12:00 p.m.

Capitol Visits (on your own)

Florida State Capitol, 400 S. Monroe St.

TALLAHASSEE OFFICE

301 S. Bronough Street, Ste. 300

Tallahassee, FL 32301

ORLANDO OFFICE

135 E. Colonial Drive

Orlando, FL 32801

Quick Links

About

Calendar

Summary

Distance: **385.8 mi**
Duration: **5 hours 35 mins**
Toll Costs: **Free**

http://maps.google.com?
saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=210+South+Magnolia+Drive,+Tallahassee,+FL,+USA&

Details

Summary

Distance: **351.5 mi**
Duration: **5 hours 42 mins**
Toll Cost (Cash) USA: **$8.64**
Toll Cost (Transponder) USA: **$7.31**

http://maps.google.com?
saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=210+South+Magnolia+Drive,+Tallahassee,+FL,+USA&

Details

Florida's Turnpike: Ticket System

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Florida's Turnpike - Northern Coin System

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Tollsmart

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.

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FLORIDA LEAGUE OF MAYORS, INC.

FLM January 26 and 28, 2026 Events

The Florida League of Mayors (FLM) will hold events in Tallahassee alongside the Florida League of Cities' (FLC) Legislative Action Days.

Dates: January 26th and January 28th, 2026
Location: Tallahassee, Florida

Registration Deadline: January 16, 2026

NOTE: The FLC Legislative Action Days is a separate registration. Click here to register for the FLC Legislative Action Days.

FLM SCHEDULE

Monday, January 26th
Mayors at Work: From the Locker Room to City Hall
VIP Leadership Tour with Coach Luke Loucks
1:00 p.m. – 5:00 p.m.
Location: Florida State University (FSU)
Bus transportation will be provided and will depart at 1:00 p.m. from the Kleman Plaza/FLC Office to FSU.
Your Vice/Deputy Mayor is also invited; please encourage them to participate.
On January 26, 2026, Florida's mayors will take a behind-the-scenes leadership tour of the FSU Athletic Moore Center, the Dunlap Football Center, and the newly renovated Doak S. Campbell Stadium—spaces where culture, preparation, and teamwork drive championship performance. Coordinated with the support of Tallahassee Host Mayor John Dailey, this experience highlights how the principles that guide elite athletics also strengthen leadership in city government. At each stop, mayors will explore how data-driven

decisions, strong organizational culture, and long-term planning mirror the work they do at City Hall. Coach Luke Loucks will share insights on communication, accountability, and leading teams through high-pressure environments—demonstrating how lessons from the locker room translate directly into effective municipal leadership. This Mayors at Work engagement underscores FLM President Mayor Peggy Brown's commitment to providing meaningful, hands-on opportunities for mayors to learn, grow, and enhance their impact at home.

Monday, January 26th
FLM Dinner (For FLM Member Mayors and Nonmembers)
6:15 p.m. – 8:00 p.m.
Location: JoEllen's Restaurant, 215 W College Ave #101, Tallahassee, FL 32301
Pre-registration required. Only 1 guest allowed. Seating is limited.
Your Vice/Deputy Mayor is also invited; please encourage them to participate.

Wednesday, January 28th
FLM Board of Directors Meeting
12:00 p.m. – 2:00 p.m.
Location: Sittig Hall at Kleman Plaza/FLC Office, 301 S Bronough Street, Tallahassee, 32301
Lunch provided.

Login Credentials: Your login credentials are the same username and password you use when registering for FLC events. If you have never registered for an FLM event through this website, please contact Rachel Embleton at 850.222.9684 or rembleton@flcities.com for your login credentials.

NOTE WHEN REGISTERING: If you are attending both days, please be sure to select the events you are attending for each day.

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.

Your stay Edit stay

Home2 Suites by Hilton Tallahassee State Capitol

Sun, Jan 25 – Wed, Jan 28, 2026 (3 nights)

1 room for 1 adult



Home2 Suites by Hilton Tallahassee State Capitol

210 S Magnolia Drive
Tallahassee, Florida 32301 USA

Hotel details

2 Queen Beds Studio Nonsmoking
Change Room

Flexible Rate
Change Rate

Customize Your Stay **Step 3 of 4**

Add-on prices include taxes Select currency USD - US Dollar

Extra Time

Late Check-Out **$45.00**

Confirm your room until 2 pm on day of check-out.

Pets

Traveling with Pet

$84.40

Limit 2 dogs/cats per room; combined weight limit 75 lbs. Pets must be on leash or in carrier in public areas. Pets not allowed in food or beverage areas. Guests may be liable for pet-related damage.

Special requests

Traveling with a service animal

Trained service animals enjoy complimentary stays with Hilton.

Additional comments

The hotel staff cannot guarantee additional requests.

Hide optional services

Self parking
Complimentary

Pets
Pets allowed, $75.00 non-refundable fee, $75(1-4n)$100(5+n)2petsMax,dog/cat only

Reservation summary

*Average price per night

Total room charges	$677.00
2 Queen Beds Studio Nonsmoking	3 nights x $225.67*
Total add-ons	$0.00
Total taxes	$84.63
Total for stay	**$761.63**

Continue to Payment

City Commission Regular Meeting - 5:05 PM **11. L.**

Meeting Date: 01/05/2026

Re: 2026 FLC Legislative Action Days

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

SUBJECT:

Approval for Commissioner Johnson to attend the 2026 Florida League of Cities Legislative Action Days in Tallahassee, Florida from January 25 to January 28, 2026, at a cost of $1,366.97.

SUMMARY:

The 2026 Florida League of Cities Legislative Action Days are a great resource for elected officials sponsored by the Florida League of Cities.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson, Commissioner

Attachments

Travel Packet

REGISTRATION INFORMATION
2026 FLC Legislative Action Days

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Home2 Suites by Hilton
Tallahassee State Capitol
210 S Magnolia Dr.
Tallahassee, FL

DATE: **12/09/25**

1. TRAVELER'S NAME: Curtis Johnson
2. DEPARTURE DATE: Jan. 25, 2026
3. RETURN DATE: Jan. 28, 2026
4. DESTINATION: Tallahassee, FL
5. CODE CHARGE: **0011000-540300**
6. AMT BUDGETED: 18,918.00

DEPARTMENT: City Commission
DEPARTURE TIME: 12PM
RETURN TIME: 7PM
PURPOSE: 2026 Florida League of Cities Legislative Action Days

7. BALANCE AVAILABLE: **$15,829.84**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	50.00			
* HOTEL BILL: Confirmation #	682.53			
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 734			513.80	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			17.28	
* MISC. EXPENSES				
MEALS				
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ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda Cox
DEPARTMENT SUPERVISOR

CITY MANAGER 12/09/2025
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

FLC
FLORIDA LEAGUE OF CITIES

Agenda

Monday Tuesday Wednesday

Monday, January 26, 2026

12:30 p.m. – 5:30 p.m.

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1:00 p.m. – 5:00 p.m.

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TSC Center for Innovation, 350 S. Duval St.

3:30 p.m. – 4:30 p.m.

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TSC Center for Innovation, 350 S. Duval St.

6:00 p.m. – 7:00 p.m.

FLC
FLORIDA LEAGUE OF CITIES

Tuesday, January 27, 2026

8:00 a.m. – 10:30 a.m.

Registration Desk
City Hall Chambers, Second Floor, 300 S. Adams St.

8:30 a.m. – 9:30 a.m.

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City Hall Chambers, Second Floor, 300 S. Adams St.

9:30 a.m. – 9:45 a.m.

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Florida State Capitol, 400 S. Monroe St.

12:00 p.m. – 1:30 p.m.

Lunch Coupons Available for Early's at the Capitol
Lower Level, Florida State Capitol, 400 S. Monroe St.

5:30 p.m. – 9:30 p.m.

FLC Reception and Dinner – RSVP Required
Dunlap Champions Club at Doak Campbell Stadium
(Transportation to and from downtown provided)

Wednesday, January 28, 2026

FLC
FLORIDA LEAGUE OF CITIES

9:00 a.m. – 12:00 p.m.

Capitol Visits (on your own)

Florida State Capitol, 400 S. Monroe St.

TALLAHASSEE OFFICE

301 S. Bronough Street, Ste. 300

Tallahassee, FL 32301

ORLANDO OFFICE

135 E. Colonial Drive

Orlando, FL 32801

Quick Links

About

Calendar

Summary

Distance: **385.8 mi**
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http://maps.google.com?
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1 room for 1 adult



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Tallahassee, Florida 32301 USA

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Change Room

Flexible Rate
Change Rate

Customize Your Stay **Step 3 of 4**

Add-on prices include taxes Select currency USD - US Dollar

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Late Check-Out **$45.00**

Confirm your room until 2 pm on day of check-out.

Pets

Traveling with Pet

$84.40

Limit 2 dogs/cats per room; combined weight limit 75 lbs. Pets must be on leash or in carrier in public areas. Pets not allowed in food or beverage areas. Guests may be liable for pet-related damage.

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Complimentary

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Pets allowed, $75.00 non-refundable fee, $75(1-4n)$100(5+n)2petsMax,dog/cat only

Reservation summary

*Average price per night

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2 Queen Beds Studio Nonsmoking	3 nights x $225.67*
Total add-ons	$0.00
Total taxes	$84.63
Total for stay	**$761.63**

Continue to Payment

City Commission Regular Meeting - 5:05 PM **11. M.**

Meeting Date: 01/05/2026

Re: Approval authorizing the City Manager to enter into an Agreement to share the cost of a Joint Workshop between St. Lucie County, the City of Fort Pierce and Strategic Government Resources, Inc. (SGR) in the amount of $8,250.00 for professional services representing the City's share plus expenses in accordance with the agreement.

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Approval authorizing the City Manager to enter into an Agreement to share the cost of a Joint Workshop between St. Lucie County, the City of Fort Pierce and Strategic Government Resources, Inc. (SGR) in the amount of $8,250.00 for professional services representing the City's share plus expenses in accordance with the agreement.

SUMMARY:

The City of Fort Pierce and St. Lucie County have been working to schedule a joint meeting between the two commissions. This agreement outlines the process for distributing the requested funding for services related to the joint workshop.
St. Lucie County and the City of Fort Pierce will share the costs equally, with each entity responsible for fifty percent (50%) of the total fees.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Richard D. Chess, MBA, City Manager

COORDINATED WITH:

City Manager's Office
County Administrator's Office
City Attorney
County Attorney
Strategic Government Resources, Inc.

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2026
Account:	0016000-534900

Amount: 8,250.00

FISCAL IMPACT:

Strategic Government Resources, Inc. will invoice the City of Fort Pierce and St. Lucie County separately for their respective fifty percent (50%) share. Finance recommends gl account 0016000-534900- CONTRACTUAL SERV for this expenditure. The professional service fee does not include travel expenses.

Attachments

Agreement
City Attorney Approval Memo
Proposal

Agreement for Joint Workshop ("PROJECT") between St. Lucie County and the City of Fort Pierce ("CLIENTS") and Strategic Government Resources, Inc., DBA SGR ("SGR")

SGR and CLIENTS (together, "Parties") agree as follows, effective upon the date of the later signature below, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which each Party hereby acknowledges.

1. SGR promises and agrees:

a. To perform the services described in SGR's Proposal for PROJECT dated 09/09/2025 ("PROPOSAL") substantially in the timeframe projected in the PROPOSAL.

b. To comply with all applicable open records, public information and similar laws, and consult with CLIENT if SGR is asked for information before disclosure, unless prevented by court order or law from doing so.

2. CLIENTS promise and agree:

a. To pay SGR promptly as billed or invoiced for such services in accordance with the amounts stated in PROPOSAL, including Reimbursable Expenses and costs of any Supplemental Services or Other Expenses that CLIENT selects.

   i. St. Lucie County and the City of Fort Pierce shall split the fees equally, each entity paying fifty percent (50%).
   ii. SGR agrees to invoice each client separately for fifty percent (50%) of the fee.

b. To respond to drafts of documents and reports in a timely manner; failure to do so may, in SGR's reasonable discretion, extend timelines and can negatively impact the outcome of the process.

c. To provide guidance to SGR regarding when and if any information relating to the PROJECT must or should be released in accordance with public information laws or legal process. Such guidance, however, shall not act as a substitute for SGR obtaining its own legal advice from SGR's legal counsel, nor shall such guidance be considered legal advice forming an attorney-client relationship or obligation between

the Parties.

d. That if CLIENTS receive an open records request, CLIENTS shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt.

e. To cooperate with SGR to enable SGR to perform its obligations to CLIENTS.

3. Additional Terms and Conditions:

a. SGR may substitute personnel other than those initially placed, who have substantially equivalent training and experience and subject to approval of CLIENTS, due to factors such as SGR employee/consultant turnover, developing needs of the PROJECT, or CLIENTS' request.

b. CLIENTS grant SGR permission to use any name, logo, or other identifying mark of CLIENTS in SGR's social media content to refer to the relationship established by this agreement.

c. Remedies

   i. CLIENTS can terminate this Agreement at any time for no reason upon giving SGR seven (7) days advance written notice of the termination date. In such an event, SGR will be compensated for all work satisfactorily performed up to and through the termination date.

   ii. SGR can terminate this Agreement upon seven (7) days advance written notice of the termination date to CLIENTS if CLIENTS have failed to promptly pay in full any undisputed portion of any bill or invoice (if the dispute is in good faith) or has failed to perform its contractual promises in a manner that materially impedes SGR's ability to perform. In such an event, SGR will be compensated for all work satisfactorily performed up to and through the termination date.

d. There are no third-party beneficiaries to this Agreement.

e. If any term or condition of this Agreement is invalidated by final judgment of a court of competent jurisdiction or becomes impossible to perform, the Parties will confer about whether to continue performance without amending the Agreement, without prejudice to either Party's right to terminate the Agreement without

cause.

f. This Agreement embodies the complete and final understandings, contract, and agreement between the Parties, superseding any and all prior written or verbal representations, understandings, or agreements pertaining to this PROJECT. This Agreement can be modified only by a signed written amendment. Electronic communications purporting to amend this Agreement will be effective only if the electronic communication includes specific reference to this Agreement or PROJECT.

g. This Agreement will be governed by the substantive laws of the State of Florida without regard to the jurisdiction's choice-of-law doctrines. Venue for any litigation relating to this Agreement will be exclusively in St. Lucie County of the state of Florida.

h. Notices related to this Agreement will go to the respective Parties as follows but any Party can change the addressee for notices to that Party by written notice to the other Parties.

i. For the purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

ii. Any notice required to be given by this Agreement shall be deemed to have been given within three (3) days of emailing or depositing in the mail.

iii. Legal Notices shall be sent to the Parties as follows:

SGR
Attn: Melissa Valentine
Corporate Secretary
PO Box 1642 Keller, TX
Melissa@GovernmentResource.com

Client St. Lucie County
Attn: St. Lucie County Administrator
Administration Annex, Room 300
2300 Virginia Ave., 3rd Floor
Fort Pierce, FL 34982
Email: Michael.Manning@stlucieco.gov

With a copy to:
County Attorney
Administration Annex, Room 306
2300 Virginia Ave., 3 Floor
Fort Pierce, FL 34982

Client City of Fort Pierce
Attn: Richard D. Chess
Title: City Manager
Address: 100 North US Hwy 1
Fort Pierce, FL 34950
Email: rchess@cityoffortpierce.com

With a copy to:
Sara Hedges
City Attorney
100 N. US Highway 1
Fort Pierce, FL 34950

iv. The Project Representatives are designated as follows:

SGR
Mike Mowery
President of Leadership Development
PO Box 1642 Keller, TX
Melissa@GovernmentResource.com

Client St. Lucie County
Name: Michael Manning
Title: Innovation-Resilience-Performance Division Director
Address: Administration Annex
2300 Virginia Ave.
Fort Pierce, FL 34982
Email: Michael.Manning@stlucieco.gov

Client City of Fort Pierce
Name: Audria Moore
Title: Special Projects Coordinator
Address: 100 N. Us Highway 1
Fort Pierce, FL 34950
Email: amoore@cityoffortpierce.com

v. Billing and Invoicing shall be sent to and contact shall be with:

SGR
Attn: Finance

Finance@GovernmentResource.com
817-337-8581

Client St. Lucie County
Name: Michael Manning
Email: Michael.Manning@stlucieco.gov
Phone number: 772-462-1430

Client City of Fort Pierce
Name: Johnna S. Morris
Email: jmorris@cityoffortpierce.com
Phone number: 772-467-3073

vi. The On-Site AV/IT Point of Contacts (for day-of session needs) are:

SGR
Attn: Training
Training@GovernmentResource.com
817-337-8581

Client St. Lucie County
Name: Michael Manning
Email: Michael.Manning@stlucieco.gov
Phone number: 772-462-1430

Client City of Fort Pierce
Name: Audria Moore
Email: amoore@cityoffortpierce.com
Phone number:772-467-3184

vii. The On-Site Event Coordinator Point of Contacts (for day-of session needs):

SGR
Attn: Training
Training@GovernmentResource.com
817-337-8581

Client St. Lucie County
Name: Michael Manning
Email: Michael.Manning@stlucieco.gov
Phone number: 772-462-1430

Client City of Fort Pierce
Name: Audria Moore
Email: amoore@cityoffortpierce.com
Phone number:772-467-3184

Unless sooner terminated, this Agreement shall terminate at such time as the PROJECT is completed and the requirements of this Agreement are satisfied, except that duties of payment, of information disclosure, any representations and warranties, and placement guarantee survive this Agreement.

i. The Parties and each individual who executes this Agreement on behalf of a Party represent and warrant to the other Party that as to each Party's respective signatory, that signatory is authorized by their Party to execute this Agreement and to bind their Party hereto.

j. Time is of the essence to this Agreement.

k. This Agreement may be executed in counterparts which together will comprise the Agreement.

l. This Agreement is subject to appropriation of funds by CLIENT.

m. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

n. E-Verify

i. All requirements of Section 448.095, Florida Statutes, shall be complied with by SGR. In accordance with, Section 448.095, Florida Statutes, SGR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If SGR enters into a contract with a subcontractor performing work or providing services on its behalf, SGR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

ii. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

iii. SGR shall, upon request, provide evidence of compliance with this provision

to the St. Lucie County and/or the City. An agreement terminated pursuant to Section 448.095, Florida Statutes, is not a breach of contract and may not be considered as such. If St. Lucie County or the City terminates this Agreement with SGR pursuant to Section 448.095, Florida Statutes, SGR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. SGR is liable for any additional costs incurred by St. Lucie County and/or the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

p. Public Records

iv. SGR shall abide by all public records laws, and specifically:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology

systems of the public agency.

v. **IF SGR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SGR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ST. LUCIE COUNTY CUSTODIAN OF PUBLIC RECORDS AT 772-462-1441, SUSAN.BELLAMY@STLUCIECO.GOV, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.**

vi. **IF SGR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SGR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.**

Strategic Government Resources, Inc., DBA SGR

SGR:	**Client St Lucie County:**	**Client City of Fort Pierce:**
Signature:_____	Signature: _____	Signature: _____
Printed Name: _____	Printed Name:_____	Printed Name: Richard D. Chess
Title:_____	Title: _____	Title: City Manager
Date:_____	Date:_____	Date: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	AGREEMENT FOR JOINT WORKSHOP BETWEEN ST. LUCIE COUNTY AND THE CITY OF FORT PIERCE AND STRATEGIC GOVERNMENT RESOURCES, INC.
CAO RLS FILE:	RLS 25-400
DATE:	DECEMBER 17, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Agreement with St. Lucie County and the Vendor for the Joint Workshop. This Agreement was previously drafted and reviewed in coordination with the County Attorney's Office. As provided, the Agreement is approved as to form and correctness.

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

Thank you.
SH



Proposal for:
City of Fort Pierce Joint Workshop with St. Lucie County, FL

City of Fort Pierce, FL

10/24/2025

Table of Contents

Scope of Services 3

Requested Logistical Support 3

AFI Member Discount 3

Billing and Purchase Order 4

Professional and Supplemental Service Fees 5

Total Proposed Fees 5

Response Request 6

Agreement for Services 7

Scope of Services

Thank you for the opportunity to submit this proposal to facilitate a Joint Workshop for the City of Fort Pierce, FL. This proposal includes event details, facilitator background information (as applicable), and the cost of services. The specific agenda for the event will be established in collaboration between the SGR facilitator and the City of Fort Pierce,FL.

The Joint Workshop will be between the City of Fort Pierce and St. Lucie County, FL.

Potential Dates: November 2025-February 2026 **Location:** (if applicable): TBD

Facilitator: Hilary Shine

To view hilary's bio, please visit the facilitator section on the SGR website: Meet the Team.

Requested Logistical Support from the City:

1. Meeting location, break coordination, and expenses.
2. AV setup, including a laptop and projector with power point and adequate sound capability, and a lapel microphone
3. Wi-fi Internet
4. Printing of all materials, if applicable.
5. Two chart-size "Post It" style pads with sticky backs and six different colored large size markers (wide tip).

AFI Member Discount

The Alliance for Innovation (AFI), founded in 1994, is a national non-profit helping local governments foster innovation and enhance community quality of life. In partnership with SGR, AFI offers tailored foresight, innovation, and culture-building services to guide teams on their innovation journeys. Membership provides a strategic edge in building a prosperous future.

- **Become more proactive** – Strategic foresight services help local governments anticipate change and design proactive strategies to build the future they envision.
- **Build a stronger team** – Culture building services and events designed to help local governments build cultures of enhanced innovation and foresight.
- **Get on the cutting edge** – Innovation services to stay up to date on the latest social innovations and pioneering technology.

In addition to membership benefits, AFI Members receive a 10% discount on SGR Leadership Development services. For more information on becoming an AFI Member, please contact: AFI.Info@governmentresource.com.

Billing

SGR will send an invoice immediately following the date of service, which can sometimes result in multiple session offerings being represented in a single invoice *if* the event dates are all delivered within a relatively short period of time. Payment is due within thirty (30) days of receipt. If full payment is not made by the due date, SGR reserves the right to suspend the delivery of all future events until full payment is made. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Facilitator Travel and Related Expenses:

Applicable travel expenses will be calculated on the day of the event (or preceding/post day(s) of the event based on the start/ending time of the events) and invoiced in addition to the Professional Service Fee(s). If the requested session requires two or more facilitators to be on-site at any time during the session, the client will be invoiced for each Facilitator's travel expenses. SGR makes every effort to be economically responsible regarding facilitator-related travel expenses including:

1. ***Airfare + Applicable Fees.*** Air transportation will be billed to the client at actual cost (no mark-up) immediately following the date of service.
2. ***Ground Transportation***
• Personal Vehicle (round trip mileage at current IRS rate of $0.70 per mile)
• Rental Vehicle (rental fees + gas at actual cost with no mark-up).
3. ***Lodging.*** The facilitator will stay at a hotel comparable to a Hampton Inn in your city. Lodging will be billed to the client at actual cost (no mark-up) immediately following the date of service.
4. ***Meals.*** Meals will be reimbursed to facilitator based on a daily per diem amount of $70.00/day per facilitator; $18 for breakfast, $20 for lunch, and $32 for dinner. Facilitator(s) may claim meal reimbursement for the duration of the trip, including travel en route to and from the event (excluding any meals provided by the Organization in conjunction with the event.)

Purchase Order

If applicable, please provide the appropriate Purchase Order (PO) to be included on the invoice for services provided as part of this Professional Services Agreement. PO #: _____

Professional Service Fees - Joint Workshop (Full Day)

Professional Services	Unit Price	Quantity	Total Cost
City of Fort Pierce with St. Lucie County, FL	$ 8,250.00	1	$ 8,250.00

Total Proposed Fees

Professional Services Includes 5 Advance Interviews and travel expenses.	$ 8,250.00
Total	**$ 8,250.00**

Response Request

For efficient planning and coordination, we kindly request that your organization respond promptly to our proposal, indicating whether you choose to proceed with the collaboration or explore alternative directions. Prompt feedback is of utmost importance as it enables us to create comprehensive plans and allocate necessary resources. Your timely response ensures that both parties can effectively prepare, align strategies, and optimize outcomes. We greatly appreciate your commitment to this collaborative approach.

City Commission Regular Meeting - 5:05 PM **11. N.**

Meeting Date: 01/05/2026

Re: Approval of Award Agreement from Florida Department of Law Enforcement - JAG Countywide Grant

Submitted For: Robert Ridle, Acting Chief of Police, Police Department

---

SUBJECT:

Approval of the Florida Department of Law Enforcement (FDLE) JAG-Countywide Grant award (JG205) in the amount of $28,133.67 to purchase desktop computers for the department.

SUMMARY:

The department has been tentatively awarded FDLE funding for JG205 - JAG Countywide Grant in the amount of $28,133.67. These funds are to purchase much-needed desktop computers for the department to replace the old and outdated ones currently being used.

Accepting the award requires the approval of the "Award Agreement" with the Mayor's signature. We are aware that the City Manager is the Chief Executive, however, FDLE requires the Mayor's signature on the award document.

This grant is 100% reimbursable for expenses and does not require a local match.

The City Attorney's Office has approved the document regarding form and correctness.

RECOMMENDATION:

Staff recommends acceptance of the "Award Agreeement".

ALTERNATIVES:

Do not accept the "Award Agreement"; subsequently, funds will not be awarded and funds will need to be located to replace the desktop computers in the department.

RESPONSIBLE STAFF:

James Lalima, IT Digital Evidence Officer

COORDINATED WITH:

Melissa Alexander, Grant Coordinator

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2026
Account:	1013005.xxxxxx
Amount:	$28,133.37

FISCAL IMPACT:

There will be a couple grant accounts used for this award. This grant is 100% reimbursable, so there is no local match required.

Attachments

JAG FY24 Countywide Award Agreement

Memo From Legal

State of Florida
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants (CJG)
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Fort Pierce

Recipient SAM UEI: HD7SD9PNKNA5

Award Number: JG205

Award Period: 10/01/2025 – 09/30/2026

Award Title: C-JG205: Technology and Law Enforcement Enhancements

Federal Funds: $28,133.67

Matching Funds: $0.00

Total Funds: $28,133.67

CFDA: 16.738

Federal Award Number: 15PBJA-24-GG-04224-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Fort Pierce (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix C)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department’s grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state’s Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix E and Appendix F** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: JG205
Award Title: C-JG205: Technology and Law Enforcement Enhancements
Award Period: 10/01/2025 – 09/30/2026

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Fort Pierce

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Linda Hudson, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: Robert Ridle, Interim Chief of Police

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	JG205
Recipient:	City of Fort Pierce
Award Title:	C-JG205: Technology and Law Enforcement Enhancements
Award Period:	10/01/2025 - 09/30/2026

Problem Identification

The Fort Pierce Police Department is currently experiencing significant operational challenges stemming from aging and insufficient technology infrastructure. Over the past several years, the department has struggled to maintain systems capable of supporting the evolving demands of modern law enforcement. These limitations have created persistent barriers to efficiency, data integrity, and service delivery, affecting personnel across all divisions.

A recent internal assessment of the department's technology assets confirmed the urgency of addressing these deficiencies. The evaluation emphasized the need to transition to systems that can support future software upgrades and enable mobile operations both in the field and within departmental facilities. Without these improvements, the department remains vulnerable to disruptions that compromise its ability to serve the community effectively.

One of the most pressing concerns involves the department's desktop computers, which have exceeded their recommended service life and are no longer compatible with the software platforms required for essential functions. Officers and civilian staff depend on these systems for tasks such as records management, evidence tracking, internal communications, and reporting. However, the outdated hardware frequently suffers from slow processing speeds, system crashes, and software incompatibility. These issues contribute to delays, reduce productivity, and hinder the department's responsiveness to public safety needs.

Equally concerning is the condition of the department's central server, which plays a critical role in storing sensitive case information, departmental records, and communications data. The server's outdated configuration increases the risk of failure, which could result in data loss, restricted access to vital information, and interruptions in operational continuity. This vulnerability places additional strain on personnel and threatens the department's ability to maintain reliable public safety services.

Scope of Work

The Fort Pierce Police Department will use grant funds to purchase computers with necessary peripherals, power adaptors, and servers for law enforcement use. Modernizing the Fort Pierce Police Department's technology infrastructure is essential to restoring operational reliability and ensuring the integrity of law enforcement processes. Updated systems will enhance workflow, support current and future software requirements, and safeguard critical data. These improvements are necessary to uphold the department's mission and meet the expectations of the Fort Pierce community.

Appendix B - Deliverables

Award Number:	JG205
Recipient:	City of Fort Pierce
Award Title:	C-JG205: Technology and Law Enforcement Enhancements
Award Period:	10/01/2025 - 09/30/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure computers with necessary peripherals, power adaptors, and servers for law enforcement.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $28,133.67

Appendix C - Approved Budget

Award Number:	JG205		
Recipient:	City of Fort Pierce		
Award Title:	C-JG205: Technology and Law Enforcement Enhancements		
Award Period:	10/01/2025-09/30/2026		
Award Amount:	$28,133.67	$0.00	$28,133.67
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Computers	23 - computers with accessories such as keyboard, mouse, etc @ $650 each = $14,950.	$14,950.00	$0.00	$14,950.00
Server	1 – Server @ $12,310.21	$12,310.21	$0.00	$12,310.21
			D. Equipment Subtotal:	**$27,260.21**

E. Supplies

Item Name	Description	Grant Funded	Match	Total
Power Adapters	6 - AC Adapters @ $63.37 each = $380.22 8 - Laptop car adapters @ $69.98 each = $559.84 Total Cost: $940.06	$873.46	$0.00	$873.46
			E. Supplies Subtotal:	**$873.46**

Appendix D: Award Contacts

Award Number:	JG205
Recipient:	City of Fort Pierce
Award Title:	C-JG205: Technology and Law Enforcement Enhancements
Award Period:	10/01/2025 - 09/30/2026

Recipient Grant Manager (GM)

Name: Melissa Alexander
Title: Program Grant Coordinator
Address: 920 S US Highway 1
Fort Pierce, FL 34950-5106
Phone: 772-467-6812
Email: malexander@fppd.org

Recipient Chief Official (CO)

Name: Linda Hudson
Title: Mayor
Address: 100 N US Highway 1
Fort Pierce, FL 34950-4205
Phone: 772-467-3020
Email: fpassistant@cityoffortpierce.com

Recipient Chief Financial Officer (CFO)

Name: Johnna Morris
Title: Finance Director
Address: 100 N US Highway 1
Fort Pierce, FL
Phone: 772-467-3073
Email: jmorris@cityoffortpierce.com

Recipient Additional Point of Contact (POC)

Name: John Fasanello
Title: Lieutenant
Phone: 772-467-6881
Email: jfasanello@fppd.org

Appendix E: Special Conditions

Award Number:	JG205
Recipient:	City of Fort Pierce
Award Title:	C-JG205: Technology and Law Enforcement Enhancements
Award Period:	10/01/2025 - 09/30/2026

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001	At the time of application review, it was noted the Recipient's SAM.gov registration will expire on March 3, 2026. In order to prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date.
S0110	At the time of application, the Recipient indicated that they do not have written procedures to report and investigate all grant funded property loss, theft, or damaged. Documentation of compliance with this requirement must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0048	The Recipient's internal controls do not appear to comply with the requirements outlined in the DOJ Grants Financial Guide and the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 C.F.R. 200, specifically related to the safeguarding of personally identifiable information (PII) and law enforcement sensitive data. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0058	At the time of application, the Recipient indicated their organization is required to create and maintain an EEO Plan. The Recipient must submit their Utilization Report provide a copy to the Office of Criminal Justice Grants at monitoring.
W0067	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
S0068	This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point-of-Contact. By utilizing funds for this project, the Recipient agrees to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with FCIC, NCIC, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS security policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under 943.06, F.S.
S0088	A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2024 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. FDLE awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., “Omnibus Crime Control and Safe Streets Act of 1968”

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within (60) days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within (90) days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the

recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment, and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in

the delivery of services, including provision to provide reasonable accommodations.

7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services**.**

8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.

9.0 **Omnibus Crime Control and Safe Streets Act of 1968 –** Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.

10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to FDLE for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by FDLE.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for FDLE approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.
Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to FDLE for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to FDLE, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 Verification and updating of Recipient Grant Manager contact information - The recipient must verify its Recipient Grant Manager (GM) contact information, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the FDLE grant manager within thirty days of the change.

11.0 Death in Custody Reporting (JAG Program Only) – Recipients of funds under Florida's Justice Assistance Grant (JAG) program are required to report all deaths in custody to the Criminal Justice Grants. A death in custody occurs when a person dies who is detained, under arrest, in the process of being arrested, is en route to incarceration, or is incarcerated at a municipal or county jail, state prison, state-run prison boot camp, contracted prison, or other local or state correctional facility. For more information on the reporting requirements, visit: https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Forms/Forms/DCRA.

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) The federal awarding agency that currently designates the recipient high risk, (2). The date the recipient was designated high risk, (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address), and (4) The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by FDLE during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE may withhold award funds, or may impose award conditions or other related requirements, if (as determined by FDLE) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements"

Section 215.97, Florida Statutes, “Florida Single Audit Act” and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, “Local Governmental Entity Audits” and “Florida Single Audit Act Audits Nonprofit and For-Profit Organizations.”

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the “Certification of Audit Exemption” form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that FDLE considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, “Cost Principles”.

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at

least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN,** if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise FDLE in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to FDLE upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) *(See §* 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval

of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination.

Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections – An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for FDLE review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 For NCHIP & NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 Human Research Subjects - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 Environmental Requirements and Energy - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by FDLE seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to FDLE, and will resume such obligations only if expressly authorized to do so by FDLE.

3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to FDLE for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 For NCHIP & NARIP: Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 **For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant “eligible records”.

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

31.0 For Paul Coverdell: Generally Accepted Laboratory Practices – The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner’s office, or coroner’s office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

32.0 For Paul Coverdell: Accreditation – The recipient may not obligate, expend, or draw down any funds under this award until the recipient submits documentation sufficient to demonstrate that it is accredited.

33.0 If the recipient is not accredited, the recipient must prepare and apply for accreditation by not more than two years from the award date of this award. If accredited, the recipient must continue to demonstrate such accreditation as a condition of receiving or using these subawarded funds; or, if not accredited, the recipient must use the subawarded funds to prepare and apply for accreditation.

34.0 The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what BJA will consider to be acceptable documentation of accreditation. The awarded funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that BJA determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.

The recipient agrees to notify FDLE promptly upon any change in its accreditation status.

35.0 For Paul Coverdell: Gross Income/Revenues – The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the DOJ Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government sources for the permissible uses of funds listed in the solicitation.

The recipient understands and agrees that program income that is earned during the final one hundred twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended with one hundred twenty (120) days of the end of the award period must be returned to OJP.

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the BJA grant manager for the award within ten (10) business days of implementation of the change.

36.0 For Paul Coverdell: External Investigations – The recipient shall comply with 34 U.S.C. section 10562(4), relating to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors.

The recipient of this subaward acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, BJA assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report:

1) The number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award;
2) Information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral);
3) The outcome of such referrals (if known as of the date of the report); and
4) If any such allegations were not referred, the reasons(s) for the non-referral.

Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MELISSA ALEXANDER, PAYROLL SPECIALIST, POLICE DEPARTMENT, ADMINISTRATIVE BUREAU

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW OF FEDERAL AWARD FOR JAG-COUNTYWIDE GRANT

CAO RLS FILE: 25-398

DATE: DECEMBER 16, 2025

I have reviewed the above Request for Legal Services (RLS) related to the FDLE JAG grant. This grant has been awarded several years in a row with review by this Office. You provided a memo from this office reviewing the grant requirements for the last cycle, which is still applicable to this grant. From pages 8 through 27, there is a list of requirements for this grant to which your Department will be responsible for complying with. ***Please read these requirements, as they have changed since previous years:***

1. The SAM.gov registration must be renewed before March 3, 2026 to prevent payment delays.
2. **Written procedures to report and investigate grant funded property loss, theft, or damage *must be maintained***, be in accordance with Office and Management and Budget's (OMB) Uniform Requirements, ***and provided*** to the Office of Criminal Justice Grants.
3. **Internal controls**, to safeguard personally identifiable information and law enforcement sensitive data, ***must come into compliance*** with the DOJ Grants Financial Guide and OMB.
4. The EEO plan must be provided to the Office of Criminal Justice Grants Monitoring.
5. Documentation that the vendor and manufacturer of telecommunications equipment purchased are not on the Excluded Parties List must be provided in SAM.gov.

With the above understanding, the Agreement is approved as to form and correctness.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **11. O.**

Meeting Date: 01/05/2026

Re: Collective Bargaining Agreement Wage Reopener with PBA (Police Officer Unit) October 1, 2024 - September 30, 2027.

Submitted For: Jared Sorensen, Human Resources Manager, Administrative Services

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SUBJECT:

Approval of the collective bargaining agreement wage opener article between the City of Fort Pierce and Coastal Florida Police Benevolent Association (Police Officer Unit) October 1, 2024 - September 30, 2027.

SUMMARY:

The City and the Union have come to an agreement on the wage re-opener article for the Police Officer Unit. The compensation step plan includes a range from 7% to 14% increase. In addition to the increases to the steps, officers will be moved to the next step as of October 1, 2025. The agreement has been ratified by the Union.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff would restart negotiations with the Union.

RESPONSIBLE STAFF:

Jared Sorensen, Human Resources Manager.

COORDINATED WITH:

Fort Pierce Police Department.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2026

Amount: Range: 7%-14%

OTHER INFORMATION:

The 7%-14% increase to the steps plus movement to next step has been budgeted in the FY 2026 budget.

Attachments

FY 2026 Officers Clean Copy

FY 2026 Officers Redline Copy

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(Police Officer Unit)

October 1, 2024 to September 30, 2027

Contract Ratified:
City Commission Approval:

Table of Contents

ARTICLE 1 5
PREAMBLE 5
ARTICLE 2 6
RECOGNITION 6
ARTICLE 3 7
SUBCONTRACTING 7
ARTICLE 4 8
EMPLOYEE RIGHTS 8
ARTICLE 5 9
MANAGEMENT RIGHTS 9
ARTICLE 6 10
NO STRIKES AND LOCKOUTS 10
ARTICLE 7 11
BULLETIN BOARDS AND MAILBOXES 11
ARTICLE 8 12
NO DISCRIMINATION 12
ARTICLE 9 13
WORKING OUT OF CLASSIFICATION 13
ARTICLE 10 14
WORK RULES 14
ARTICLE 11 15
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME 15
ARTICLE 12 18
DISPOSITION OF GRIEVANCES 18
ARTICLE 13 21
SAFETY AND HEALTH 21
ARTICLE 14 22
SENIORITY 22
ARTICLE 15 23
REDUCTION IN FORCE 23
ARTICLE 16 24

PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES.....24
ARTICLE 17.....25
INSURANCE.....25
ARTICLE 18.....26
CHECKOFF 26
ARTICLE 19.....27
UNION REPRESENTATION.....27
ARTICLE 20.....29
FIELD TRAINING OFFICER (F.T.O.).....29
ARTICLE 21.....30
SPECIALIZED UNITS.....30
ARTICLE 22.....31
DAMAGED PERSONAL PROPERTY.....31
ARTICLE 23.....32
HOLIDAYS.....32
ARTICLE 24.....33
VACATION LEAVE.....33
ARTICLE 25.....35
SICK LEAVE.....35
ARTICLE 26.....37
BEREAVEMENT LEAVE.....37
ARTICLE 27.....38
DRUG AND ALCOHOL TESTING.....38
ARTICLE 28.....42
AFFIRMATIVE ACTION.....42
ARTICLE 29.....43
INTERNAL AND EXTERNAL INVESTIGATIONS.....43
ARTICLE 30.....44
SEVERABILITY.....44
ARTICLE 31.....45
EDUCATIONAL REIMBURSEMENT.....45
ARTICLE 32.....46
RETIREMENT PLAN.....46
ARTICLE 33.....48

WAGES.....48
STEP PAY PLAN.....48
ARTICLE 34.....50
DURATION OF AGREEMENT.....50

ARTICLE 1
PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the **"EMPLOYER"** or the **"CITY",** and, COASTAL FLORIDA POLICE BENEVOLENTASSOCIATIONhereinafter referred to as the **ASSOCIATION** and/or the **"EMPLOYEE(S)."** This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1706.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no separate agreements made between bargaining unit members and the City that that are contrary to the terms herein provided.

ARTICLE 2
RECOGNITION

SECTION2.1

The CITY OF FORT PIERCE hereby recognizes the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1706 as amended, excluding all other employees.

SECTION2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Officer, member, and employee shall be synonymous.

ARTICLE 3
SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission Agenda, without waiver of either parties' rights under the law.

ARTICLE 4
EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, to withdraw from membership from the ASSOCIATION, or to refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 12 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 6.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 do not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 and Article 11 will continue in case of emergency.

ARTICLE 6
NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/ procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including termination.

ARTICLE 7
BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum of seven (7) days in advance of posting the notice. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee for approval a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.4

The Chief of Police or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

ARTICLE 8
NO DISCRIMINATION

SECTION 8.1

The EMPLOYER and the ASSOCIATION agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the ASSOCIATION agree not to discriminate against any employee for his/her membership or non-membership in the ASSOCIATION.

ARTICLE 9
WORKING OUT OF CLASSIFICATION

SECTION 9.1

An Officer may be required to work in a higher classification as a Sergeant on a temporary or emergency basis. If the employee works for thirty-three (33) hours or less, he or she will receive no incentive pay. If the employee is required to perform the duties for a period of thirty-four (34) to eighty (80) hours, the employee shall receive a stipend of three hundred twenty dollars ($320.00) per calendar month. If the employee is required to perform the duties for a period exceeding eighty (80) hours, the employee shall receive a stipend of four hundred dollars ($400.00) per calendar month. If the acting position exceeds six (6) months, the stipend will increase by one hundred dollars ($100.00) for a total of five hundred dollars ($500.00) per calendar month.

SECTION 9.2

An employee who temporarily performs work in a lower classification different from his or her normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

ARTICLE 10
WORKRULES

SECTION 10.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 10.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions requires flexible working hours. The seven (7) day notice may be waived if the employee agrees or under exigent circumstances.

SECTION 10.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended if exigent circumstances continue to exist.

ARTICLE 11
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14-day pay period, with the exception of items covered in Article 11, Section 11.8.

SECTION 11.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 11.8. The CITY retains the sole right to determine and re- determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 11.3

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a fourteen (14) day pay period.

SECTION 11.4 - RECALL

Any employee who is recalled to duty after having left for the day, or a regularly scheduled day off, vacation day, compensation day, or more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of two and one half (2 ½) hours work paid at the overtime rate.

SECTION 11.5 - COURT TIME

If an employee attends court during off-duty time, compensation will be at the overtime rate for all hours over eighty (80) hours in a pay period, at a minimum of two and one-half (2 ½) hours.

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited at a minimum of two and one half (2 ½) hours.

All private checks issued to officers will be turned into Fiscal Management.

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

An employee assigned to the "On Call" position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half (1 ½) times their regular hourly base rate of pay. It shall be the employee's discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during "On Call" status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

SECTION 11.7 - CLOTHING ALLOWANCE

Employees required to wear plain clothes for their assignment shall receive an allowance of one hundred-fifty dollars ($150.00) per month while assigned.

SECTION 11.8 - COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Officers may request compensatory time in lieu of overtime.

A request to use compensatory time shall be approved within a "reasonable period" after submission of the request, if such use does not, as determined by the Chief or designee, "unduly disrupt" the operations of the agency. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Any compensatory time over one hundred twenty (120) hours will be converted to pay at 1 1/2 times.

SECTION 11.9 - K-9 OFFICER COMPENSATION

Employees assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record

SECTION 11 (Continued)

of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore, the ASSOCIATION and the CITY agree that employees assigned to K-9 duty shall receive a stipend of four hundred seventy-five dollars ($475) for the care and maintenance of the K-9 per month while assigned to the K-9 Unit.

ARTICLE 12
DISPOSITION OF GRIEVANCES

SECTION 12.1

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of this Agreement, shall be settled in the following manner:

A. Step 1 - Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the alleged misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall be signed by the aggrieved employee and, if applicable, the ASSOCIATION Representative and it shall state the following:

1. Article violated and date of occurrence;
2. A concise statement of the facts to support the grievance; and,
3. Remedy or correction requested.

Prior to responding to the grievance, the immediate supervisor shall meet with the aggrieved employee. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) days from the date the grievance was presented to him/her. Although responses at Steps l-3 shall not set a precedent, it is the intent of the grievance procedure to require supervisors to reach decisions and communicate them through the Step process and grievance response.

B. Step 2 - If the grievance is not resolved in Step l; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift/Division Commander. The Shift/Division Commander shall discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision within ten (10) days of receipt of the grievance.

C. Step 3 - If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift/Division Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police or Major of the aggrieved employee. The Deputy Chief of Police or Major shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 - If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Deputy Chief or Major's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the Chief of Police or approved designee.

SECTION 12 (Continued)

The Chief of Police or approved designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

E. Step 5 - If the grievance is not resolved in Step 4; then within ten (10) days following the receipt of the Chief of Police or approved designee ' s decision or failure to respond as provided in Step 4, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

F. Step 6 - If the grievance is not resolved in Step 5; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 5, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

G. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

H. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

I. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.

J. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

K. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.

L. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

SECTION 12 (Continued)

The parties agree that in the event of any arbitration hearing, impasse hearing, PERC hearing, or other hearing involving the parties, the parties may submit written closing arguments.

ARTICLE 13
SAFETY AND HEALTH

SECTION 13.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 13.2

Protective devices and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon agreement of the CITY and the ASSOCIATION.

SECTION 13.3

Protective body armor (at current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The employee will pay the approved vendor directly for the cost of the optional upgrade.

SECTION 13.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 13.5

The CITY agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

ARTICLE 14
SENIORITY

SECTION 14.1 - CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 14.2-DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department as a sworn Law Enforcement Officer.

SECTION 14.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 14.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

ARTICLE 15
REDUCTION IN FORCE

SECTION 15.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

A. Lay-off shall be by classification within the Department. Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, classification, and Departmental seniority.

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his or her qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this A1iicle, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail, USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 16
PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.

B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.

C. The Chief of Police or designee shall determine the competitive promotional examination and/or assessment process.

D. The CITY shall conduct a competitive examination procedure and establish an eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of two and a half (2 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and

- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and

- Achieve a qualifying score on the most recent promotional examination or assessment.

E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.

F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.

G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:

- Sergeants -The eligibility list shall be comprised of the top ten (10) Officers with a passing score of seventy (70) on the promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

ARTICLE 17
INSURANCE

SECTION 17.1

A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559, Medical Plan 5901 (Affordable), or the "Buy-Up" Plan BCBS Medical Plan 3769 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay at least 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

B. The CITY will furnish life insurance coverage in the amount of $20,000 for all full-time sworn employees.

C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

D. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2025. If a committee is established, the CITY shall provide the Association with the opportunity to appoint a member to serve on this committee.

ARTICLE 18
CHECKOFF

SECTION 18.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for twenty-six (26) bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 18.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 18.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union, Health and Life Insurance Premiums.

SECTION 18.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

ARTICLE 19
UNION REPRESENTATION

SECTION 19.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 19.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases, which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor. The pay will be taken from the Association Time Pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 19.3

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights interviews, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY time.

SECTION 19.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 19.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (taken from the Association Time Pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police, or designee.

SECTION 19 (Continued)

SECTION 19.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 19.7

The CITY and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the CITY an Association Time Pool Authorization form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Association Time Pool hours may be drawn at the written discretion of the ASSOCIATION President or his designee in increments of at least one (1) hour.

Charges against the Association Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings, or resolution of impasse hearings before the City Commission. The Association Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 19.8.

The use of the Association Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Association Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the Association Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

The CITY agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year. The ASSOCIATION will provide the proper form for the time transfer.

ARTICLE 20
FIELD TRAINING OFFICER (F.T.O.)

SECTION 20.1

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

SECTION 20.2

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position.

ARTICLE 21
SPECIALIZED UNITS

SECTION 21.1

All full-time Specialized Units, to include Detectives, Crime Prevention, Training, Sworn Evidence Custodian, School Resource Officer, Traffic Unit Officers, Internal Affairs Detectives, and Recruiting shall receive a pay allowance of three hundred twenty dollars ($320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental, inter-Departmental, and other trainings as designated by the Chief of Police, or designee.

SECTION 21.2

The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred twenty dollars ($320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month while on duty. Personnel assigned to the Training Division are precluded from receiving this allowance.

ARTICLE 22
DAMAGED PERSONAL PROPERTY

SECTION 22.1

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred fifty dollars ($350.00) per incident.

SECTION 22.2

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other prope1ty that has not been authorized to be carried on duty.

- $150.00 Limit: watches and non-prescription sunglasses.
- $350.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 22.3

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

ARTICLE 23
HOLIDAYS

SECTION 23.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day,
Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

SECTION 23.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 23.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 23.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (1 ½) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

ARTICLE 24
VACATION LEAVE

SECTION 24.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he or she shall not be compensated for any accrued leave.

SECTION 24.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (l0):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	Fifteen (15) years of service and over:	160 hours per year

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty (360) hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty (240) hours will be considered forfeited and lost at the close of each fiscal year (September 30).

SECTION 24 (Continued)

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 24.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months of employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the Department.

For vacation purposes, reinstated employees, except employees reinstated as a result of a grievance or arbitration, are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 24.4 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

ARTICLE 25
SICK LEAVE

SECTION 25.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of eight (8) hours per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 25.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor, Division Commander or Chief of Police, or designee not less than one (1) hour prior to, the time set for beginning their daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 25.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 25.4 - ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

SECTION 25.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

SECTION 25 (Continued)

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 25.6 - UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave and divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the Department and continue to draw full pay; provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when- the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 26
BEREAVEMENT LEAVE

SECTION 26.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in law, son-in-law, daughter-in-law, brother-in-law, sister- in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in- law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter grandson, and granddaughter. Maximum amount is not to exceed $50.00 in US funds (including tax and shipping).

SECTION 26.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

ARTICLE 27
DRUG AND ALCOHOL TESTING

SECTION 27.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in ensuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The CITY's need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined who volunteers that he or she has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the Department's approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

SECTION 27.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 27.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited.* The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition, the term "drugs" used herein shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

***This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

SECTION 27.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty or off-duty accident when driving a City vehicle, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any

chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 27.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 27.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

SECTION 27.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in one (1) calendar year period.

SECTION 27.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 27.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmation test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 27.10

Within five (5) calendar days after rece1vmg notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in subsection 9 of this Article.

SECTION 27.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer

or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee as well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administrative matter.

SECTION 27.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

ARTICLE 28
AFFIRMATIVE ACTION

SECTION 28.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

ARTICLE 29
INTERNAL AND EXTERNAL INVESTIGATIONS

SECTION 29.1

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officer Bill of Rights and other appropriate statutes.

ARTICLE 30
SEVERABILITY

SECTION 30.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 31
EDUCATIONAL REIMBURSEMENT

SECTION 31.1

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program. This program is subject to funding availability.

SECTION 31.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 31.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 32
RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Officers employed by the CITY who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 32.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 32.3

Employees hired after October 1, 2012, (left for historical purposes):

1. Vesting period of five (5) years.

2. Members hired after October 1, 2012, the amount of the standard form of annuity shall not exceed 100 percent of the member's average final compensation. In no event may the maximum pension payment to any member becoming a member after October 1, 2012, exceed $115,000.00 annually.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October I, 2012:

1. Members hired before October 1, 2012; the amount of standard form of annuity shall not exceed l 00 percent of the member's average final compensation. In no event may the maximum pension payment to any member exceed the maximum allowable under section 401 of the Internal Revenue Code or other applicable law.

A. Overtime

1. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours annually. The first (300) hours in a fiscal year.

2. The amount of unused overtime accrued before September 27, 2012, is documented in the member’s pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, up to one

hundred twenty (120) hours comp. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

B. Sick Leave and Vacation Time

1. Sick leave and vacation time accrued after September 27, 2012, shall not be used in the calculation of pension benefits.

2. The amount of unused sick leave, and vacation time accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, seven hundred twenty (720) hours sick and three hundred sixty (360) vacation. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

ARTICLE 33
WAGES OFFICERS
FY2025

SECTION 33.1

For the CITY'S Fiscal Year 2026, starting on October 1, 2025:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale includes a range from 7% to 14% increase from the previously established pay scale approved by the City Commission in FY 2025.
- Members will move to their correct step as provided in Table 2 for the FY 2026.
- The pay provisions for Fiscal Year 2026 will be retroactive to October 1, 2025.

For Fiscal Year 2026, Members will be placed into the next higher step. Members in step twelve (12) will not receive any increase above the negotiated increase in that step. All steps / increases are contingent upon funding availability.

Table 1
Fiscal Year 2026

Pay Step	Annual Salary
Non-Certified	$53,136.28
1	$ 60,000.00
2	$ 62,349.76
3	$ 63,360.08
4	$ 64,604.93
5	$ 68,454.78
6	$ 70,577.77
7	$ 73,401.98
8	$ 76,847.96
9	$ 80,072.17
10	$ 83,518.15
11	$ 86,030.78
12	$ 98,000.00

Table 2			
Step as of Fiscal Year 2026			
Step	Dates of Hire*		
1	October 1, 2025	*I*	September 30, 2026
2	October 1, 2024	*I*	September 30, 2025
3	October 1, 2023	*I*	September 30, 2024
4	October 1, 2022	*I*	September 30, 2023
5	October 1, 2021	*I*	September 30, 2022
6	October 1, 2020	*I*	September 30, 2021
7	October 1, 2019	*I*	September 30, 2020
8	October 1, 2018	*I*	September 30, 2019
9	October 1, 2017	*I*	September 30, 2018
10	October 1, 2016	*I*	September 30, 2017
11	October 1, 2015	*I*	September 30, 2016
12	Before		September 30, 2015
*Date hired as a police officer with the Fort Pierce Police Department.			

SECTION 33.2- HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand (3,000) dollars per year or two hundred fifty dollars (250) per month, as funding permits. Officers must verify their address and notify Human Resources of any address changes within seven (7) days.

SECTION 33

SECTION 33.3 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies.

ARTICLE 34

DURATION OF AGREEMENT

SECTION 34.1

This Agreement shall be effective October 1, 2024 and shall remain in force up to and including September 30, 20274. The parties agree to re-open Article 33 (Wages) and one additional non-economic article of this Agreement for FY 2025-2026 in or around May of 2025; and re-open Article 33 (Wages) and one additional non-economic article for FY 2026-2027 in or around May of 2026.

For The City of Fort Pierce

_____

Linda Hudson Date
Mayor

Witnessed by:

_____

DeVoshay Johnson Date
Deputy City Manager

_____

Linda Cox Date
Acting City Manager

_____

Robert Ridle Date
Interim Chief of Police

_____

Jared Sorensen Date
Chief Negotiator / HR

Approved as to form and correctness:

_____

Sara Hedges, Esq. Date

For The Coastal Florida Police Benevolent Association

_____

JJ Woolsey Date
Chief Negotiator, CFBPA

_____

Union Representative Date

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(Police Officer Unit)

October 1, 2024 to September 30, 2027

Contract Ratified:
City Commission Approval:

Table of Contents

ARTICLE 1 5
PREAMBLE 5
ARTICLE 2 6
RECOGNITION 6
ARTICLE 3 7
SUBCONTRACTING 7
ARTICLE 4 8
EMPLOYEE RIGHTS 8
ARTICLE 5 9
MANAGEMENT RIGHTS 9
ARTICLE 6 10
NO STRIKES AND LOCKOUTS 10
ARTICLE 7 11
BULLETIN BOARDS AND MAILBOXES 11
ARTICLE 8 12
NO DISCRIMINATION 12
ARTICLE 9 13
WORKING OUT OF CLASSIFICATION 13
ARTICLE 10 14
WORK RULES 14
ARTICLE 11 15
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME 15
ARTICLE 12 18
DISPOSITION OF GRIEVANCES 18
ARTICLE 13 21
SAFETY AND HEALTH 21
ARTICLE 14 22
SENIORITY 22
ARTICLE 15 23
REDUCTION IN FORCE 23
ARTICLE 16 24

PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES 24
ARTICLE 17 25
INSURANCE 25
ARTICLE 18 26
CHECKOFF 26
ARTICLE 19 27
UNION REPRESENTATION 27
ARTICLE 20 29
FIELD TRAINING OFFICER (F.T.O.) 29
ARTICLE 21 30
SPECIALIZED UNITS 30
ARTICLE 22 31
DAMAGED PERSONAL PROPERTY 31
ARTICLE 23 32
HOLIDAYS 32
ARTICLE 24 33
VACATION LEAVE 33
ARTICLE 25 35
SICK LEAVE 35
ARTICLE 26 37
BEREAVEMENT LEAVE 37
ARTICLE 27 38
DRUG AND ALCOHOL TESTING 38
ARTICLE 28 42
AFFIRMATIVE ACTION 42
ARTICLE 29 43
INTERNAL AND EXTERNAL INVESTIGATIONS 43
ARTICLE 30 44
SEVERABILITY 44
ARTICLE 31 45
EDUCATIONAL REIMBURSEMENT 45
ARTICLE 32 46
RETIREMENT PLAN 46
ARTICLE 33 48

WAGES 48
STEP PAY PLAN 48
ARTICLE 34 50
DURATION OF AGREEMENT 50

ARTICLE 1
PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the **"EMPLOYER"** or the **"CITY",** and, COASTAL FLORIDA POLICE BENEVOLENTASSOCIATION hereinafter referred to as the **ASSOCIATION** and/or the **"EMPLOYEE(S)."** This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1706.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no separate agreements made between bargaining unit members and the City that that are contrary to the terms herein provided.

ARTICLE 2
RECOGNITION

SECTION2.1

The CITY OF FORT PIERCE hereby recognizes the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1706 as amended, excluding all other employees.

SECTION2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Officer, member, and employee shall be synonymous.

ARTICLE 3
SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission Agenda, without waiver of either parties' rights under the law.

ARTICLE 4
EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, to withdraw from membership from the ASSOCIATION, or to refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 12 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 6.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 do not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 and Article 11 will continue in case of emergency.

ARTICLE 6
NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/ procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including termination.

ARTICLE 7
BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum of seven (7) days in advance of posting the notice. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee for approval a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.4

The Chief of Police or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

ARTICLE 8
NO DISCRIMINATION

SECTION 8.1

The EMPLOYER and the ASSOCIATION agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the ASSOCIATION agree not to discriminate against any employee for his/her membership or non-membership in the ASSOCIATION.

ARTICLE 9
WORKING OUT OF CLASSIFICATION

SECTION 9.1

An Officer may be required to work in a higher classification as a Sergeant on a temporary or emergency basis. If the employee works for thirty-three (33) hours or less, he or she will receive no incentive pay. If the employee is required to perform the duties for a period of thirty-four (34) to eighty (80) hours, the employee shall receive a stipend of three hundred twenty dollars ($320.00) per calendar month. If the employee is required to perform the duties for a period exceeding eighty (80) hours, the employee shall receive a stipend of four hundred dollars ($400.00) per calendar month. If the acting position exceeds six (6) months, the stipend will increase by one hundred dollars ($100.00) for a total of five hundred dollars ($500.00) per calendar month.

SECTION 9.2

An employee who temporarily performs work in a lower classification different from his or her normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

ARTICLE 10
WORKRULES

SECTION 10.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 10.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions requires flexible working hours. The seven (7) day notice may be waived if the employee agrees or under exigent circumstances.

SECTION 10.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended if exigent circumstances continue to exist.

ARTICLE 11
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14-day pay period, with the exception of items covered in Article 11, Section 11.8.

SECTION 11.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 11.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 11.3

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a fourteen (14) day pay period.

SECTION 11.4 - RECALL

Any employee who is recalled to duty after having left for the day, or a regularly scheduled day off, vacation day, compensation day, or more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of two and one half (2 ½) hours work paid at the overtime rate.

SECTION 11.5 - COURT TIME

If an employee attends court during off-duty time, compensation will be at the overtime rate for all hours over eighty (80) hours in a pay period, at a minimum of two and one-half (2 ½) hours.

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited at a minimum of two and one half (2 ½) hours.

All private checks issued to officers will be turned into Fiscal Management.

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

An employee assigned to the "On Call" position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half (1 ½) times their regular hourly base rate of pay. It shall be the employee's discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during "On Call" status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

SECTION 11.7 - CLOTHING ALLOWANCE

Employees required to wear plain clothes for their assignment shall receive an allowance of one hundred-fifty dollars ($150.00) per month while assigned.

SECTION 11.8 - COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Officers may request compensatory time in lieu of overtime.

A request to use compensatory time shall be approved within a "reasonable period" after submission of the request, if such use does not, as determined by the Chief or designee, "unduly disrupt" the operations of the agency. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Any compensatory time over one hundred twenty (120) hours will be converted to pay at 1 1/2 times.

SECTION 11.9 -K-9 OFFICER COMPENSATION

Employees assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record

SECTION 11 (Continued)

of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore, the ASSOCIATION and the CITY agree that employees assigned to K-9 duty shall receive a stipend of four hundred seventy-five dollars ($475) for the care and maintenance of the K-9 per month while assigned to the K-9 Unit.

ARTICLE 12
DISPOSITION OF GRIEVANCES

SECTION 12.1

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of this Agreement, shall be settled in the following manner:

A. Step 1 - Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the alleged misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall be signed by the aggrieved employee and, if applicable, the ASSOCIATION Representative and it shall state the following:

1. Article violated and date of occurrence;
2. A concise statement of the facts to support the grievance; and,
3. Remedy or correction requested.

Prior to responding to the grievance, the immediate supervisor shall meet with the aggrieved employee. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) days from the date the grievance was presented to him/her. Although responses at Steps l-3 shall not set a precedent, it is the intent of the grievance procedure to require supervisors to reach decisions and communicate them through the Step process and grievance response.

B. Step 2 - If the grievance is not resolved in Step l; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1**,** the employee shall submit the written grievance to the Shift/Division Commander. The Shift/Division Commander shall discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision within ten (10) days of receipt of the grievance.

C. Step 3 - If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift/Division Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police or Major of the aggrieved employee. The Deputy Chief of Police or Major shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 - If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Deputy Chief or Major's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the Chief of Police or approved designee.

SECTION 12 (Continued)

The Chief of Police or approved designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

E. Step 5 - If the grievance is not resolved in Step 4; then within ten (10) days following the receipt of the Chief of Police or approved designee ' s decision or failure to respond as provided in Step 4, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

F. Step 6 - If the grievance is not resolved in Step 5; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 5, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

G. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

H. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

I. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.

J. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

K. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.

L. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

SECTION 12 (Continued)

The parties agree that in the event of any arbitration hearing, impasse hearing, PERC hearing, or other hearing involving the parties, the parties may submit written closing arguments.

ARTICLE 13
SAFETY AND HEALTH

SECTION 13.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 13.2

Protective devices and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon agreement of the CITY and the ASSOCIATION.

SECTION 13.3

Protective body armor (at current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The employee will pay the approved vendor directly for the cost of the optional upgrade.

SECTION 13.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 13.5

The CITY agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

ARTICLE 14
SENIORITY

SECTION 14.1 - CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 14.2-DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department as a sworn Law Enforcement Officer.

SECTION 14.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 14.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

ARTICLE 15
REDUCTION IN FORCE

SECTION 15.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

A. Lay-off shall be by classification within the Department. Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, classification, and Departmental seniority.

B. No regular employee shall be laid off while there are emergency, temporary, part- time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his or her qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this A1iicle, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail, USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 16
PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.

B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.

C. The Chief of Police or designee shall determine the competitive promotional examination and/or assessment process.

D. The CITY shall conduct a competitive examination procedure and establish an eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of two and a half (2 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and

- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and

- Achieve a qualifying score on the most recent promotional examination or assessment.

E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.

F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.

G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:

- Sergeants -The eligibility list shall be comprised of the top ten (10) Officers with a passing score of seventy (70) on the promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

ARTICLE 17
INSURANCE

SECTION 17.1

A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559, Medical Plan 5901 (Affordable), or the "Buy-Up" Plan BCBS Medical Plan 3769 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay at least 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

B. The CITY will furnish life insurance coverage in the amount of $20,000 for all full-time sworn employees.

C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

D. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2025. If a committee is established, the CITY shall provide the Association with the opportunity to appoint a member to serve on this committee.

ARTICLE 18
CHECKOFF

SECTION 18.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for twenty-six (26) bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 18.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 18.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union, Health and Life Insurance Premiums.

SECTION 18.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

ARTICLE 19
UNION REPRESENTATION

SECTION 19.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 19.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases, which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor. The pay will be taken from the Association Time Pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 19.3

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights interviews, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY time.

SECTION 19.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 19.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (taken from the Association Time Pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police, or designee.

SECTION 19 (Continued)

SECTION 19.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 19.7

The CITY and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the CITY an Association Time Pool Authorization form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Association Time Pool hours may be drawn at the written discretion of the ASSOCIATION President or his designee in increments of at least one (1) hour.

Charges against the Association Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings, or resolution of impasse hearings before the City Commission. The Association Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 19.8.

The use of the Association Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Association Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the Association Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

The CITY agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year. The ASSOCIATION will provide the proper form for the time transfer.

ARTICLE 20
FIELD TRAINING OFFICER (F.T.O.)

SECTION 20.1

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 l /2) hours of overtime for every day the F.T.O. is assigned a trainee.

SECTION 20.2

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position.

ARTICLE 21
SPECIALIZED UNITS

SECTION 21.1

All full-time Specialized Units, to include Detectives, Crime Prevention, Training, Sworn Evidence Custodian, School Resource Officer, Traffic Unit Officers, Internal Affairs Detectives, and Recruiting shall receive a pay allowance of three hundred twenty dollars ($320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental, inter-Departmental, and other trainings as designated by the Chief of Police, or designee.

SECTION 21.2

The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred twenty dollars ($320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month while on duty. Personnel assigned to the Training Division are precluded from receiving this allowance.

ARTICLE 22
DAMAGED PERSONAL PROPERTY

SECTION 22.1

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred f i f t y dollars ($350.00) per incident.

SECTION 22.2

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other prope1ty that has not been authorized to be carried on duty.

- $150.00 Limit: watches and non-prescription sunglasses.
- $350.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 22.3

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

ARTICLE 23
HOLIDAYS

SECTION 23.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

SECTION 23.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 23.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 23.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (1 ½) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

ARTICLE 24
VACATION LEAVE

SECTION 24.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he or she shall not be compensated for any accrued leave.

SECTION 24.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (l0):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	Fifteen (15) years of service and over:	160 hours per year

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty (360) hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty (240) hours will be considered forfeited and lost at the close of each fiscal year (September 30).

SECTION 24 (Continued)

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 24.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months of employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the Department.

For vacation purposes, reinstated employees, except employees reinstated as a result of a grievance or arbitration, are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 24.4 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

ARTICLE 25
SICK LEAVE

SECTION 25.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of eight (8) hours per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 25.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor, Division Commander or Chief of Police, or designee not less than one (1) hour prior to, the time set for beginning their daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 25.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 25.4 - ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

SECTION 25.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

SECTION 25 (Continued)

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 25.6 - UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave and divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the Department and continue to draw full pay; provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when- the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 26
BEREAVEMENT LEAVE

SECTION 26.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in law, son-in-law, daughter-in-law, brother-in-law, sister- in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in- law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter grandson, and granddaughter. Maximum amount is not to exceed $50.00 in US funds (including tax and shipping).

SECTION 26.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

ARTICLE 27
DRUG AND ALCOHOL TESTING

SECTION 27.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in ensuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The CITY's need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined who volunteers that he or she has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the Department's approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

SECTION 27.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 27.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited.* The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition, the term "drugs" used herein shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

***This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

SECTION 27.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty or off-duty accident when driving a City vehicle, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any

chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 27.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 27.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

SECTION 27.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in one (1) calendar year period.

SECTION 27.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 27.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmation test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 27.10

Within five (5) calendar days after rece1vmg notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in subsection 9 of this Article.

SECTION 27.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer

or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee as well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administrative matter.

SECTION 27.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

ARTICLE 28
AFFIRMATIVE ACTION

SECTION 28.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

ARTICLE 29
INTERNAL AND EXTERNAL INVESTIGATIONS

SECTION 29.1

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officer Bill of Rights and other appropriate statutes.

ARTICLE 30
SEVERABILITY

SECTION 30.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 31
EDUCATIONAL REIMBURSEMENT

SECTION 31.1

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program. This program is subject to funding availability.

SECTION 31.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 31.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 32
RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Officers employed by the CITY who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 32.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 32.3

Employees hired after October 1, 2012, (left for historical purposes):

1. Vesting period of five (5) years.

2. Members hired after October 1, 2012, the amount of the standard form of annuity shall not exceed 100 percent of the member's average final compensation. In no event may the maximum pension payment to any member becoming a member after October 1, 2012, exceed $115,000.00 annually.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October I, 2012:

1. Members hired before October 1, 2012; the amount of standard form of annuity shall not exceed 1 00 percent of the member's average final compensation. In no event may the maximum pension payment to any member exceed the maximum allowable under section 401 of the Internal Revenue Code or other applicable law.

A. Overtime

1. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours annually. The first (300) hours in a fiscal year.

2. The amount of unused overtime accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, up to one

hundred twenty (120) hours comp. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

B. Sick Leave and Vacation Time

1. Sick leave and vacation time accrued after September 27, 2012, shall not be used in the calculation of pension benefits.

2. The amount of unused sick leave, and vacation time accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, seven hundred twenty (720) hours sick and three hundred sixty (360) vacation. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

ARTICLE 33
WAGES OFFICERS
FY2025

SECTION 33.1

For the CITY'S Fiscal Year 2026~~5~~, starting on October 1, 2025~~4~~:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale includes~~contains~~ a range from 7% to ~~9~~14% increase from the previously established pay scale approved by the City Commission in FY 2025~~4~~.
- Members will move to their correct step as provided in Table 2 for the FY 2026~~5~~.
- The pay provisions for Fiscal Year 2026~~5~~ will be retroactive to October 1, 2025~~4~~.

For Fiscal Year 2026~~5~~, Members will be placed into the next higher step. Members in step twelve (12) will not receive any increase above the negotiated increase in that step. All steps / increases are contingent upon funding availability.

Table 1
Fiscal Year 2026~~4~~

Pay Step	Annual Salary
Non-Certified	$53,136.28
1	$~~55,932.92~~ 60,000.00
2	$~~57,349.76~~ 62,349.76
3	$~~58,860.09~~ 63,360.08
4	$~~61,104.93~~ 64,604.93
5	$~~64,954.79~~ 68,454.78
6	$ ~~67,177.78~~ 70,577.77
7	$~~69,401.99~~ 73,401.98
8	$~~73,847.97~~ 76,847.96
9	$~~76,072.18~~ 80,072.17
10	$~~80,518.16~~ 83,518.15
11	$ ~~82,930.79~~ 86,030.78
12	$~~85,935.89~~ 98,000.00

Table 2			
Step as of Fiscal Year 202~~6~~4			
Step	Dates of Hire*		
1	October 1, ~~2024~~2025	/	September 30, ~~2025~~2026
2	October 1, ~~2023~~2024	/	September 30, ~~2024~~2025
3	October 1, ~~202~~2023	/	September 30, ~~2023~~2024
4	October 1, ~~2021~~2022	/	September 30, ~~2022~~2023
5	October 1, ~~2020~~2021	/	September 30, ~~2021~~2022
6	October 1, ~~2019~~2020	/	September 30, ~~2020~~2021
7	October 1, ~~2018~~2019	/	September 30, ~~2019~~2020
8	October 1, ~~2017~~2018	/	September 30, ~~2018~~2019
9	October 1, ~~2016~~2017	/	September 30, ~~2017~~2018
10	October 1, ~~2015~~2016	/	September 30, ~~2016~~2017
11	October 1, ~~2014~~2015	/	September 30, ~~2015~~2016
12	Before		September 30, ~~2014~~2015
*Date hired as a police officer with the Fort Pierce Police Department.			

SECTION 33.2- HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand (3,000) dollars per year or two hundred fifty dollars (250) per month, as funding permits. Officers must verify their address and notify Human Resources of any address changes within seven (7) days.

SECTION 33

SECTION 33.3 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies.

ARTICLE 34

DURATION OF AGREEMENT

SECTION 34.1

This Agreement shall be effective October 1, 2024 and shall remain in force up to and including September 30, 20274. The parties agree to re-open Article 33 (Wages) and one additional non-economic article of this Agreement for FY 2025-2026 in or around May of 2025; and re-open Article 33 (Wages) and one additional non-economic article for FY 2026-2027 in or around May of 2026.

For The City of Fort Pierce

_____

Linda Hudson Date
Mayor

Witnessed by:

_____

DeVoshay Johnson Date
Deputy City Manager

_____

Linda Cox Date
Acting City Manager

_____

~~Diane Hobley-Burney~~Robert Ridle Date
Interim Chief of Police

_____

For The Coastal Florida Police Benevolent Association

_____

JJ Woolsey Date
Chief Negotiator, CFBPA

_____

Union Representative Date

Jared Sorensen Date
Chief Negotiator / HR

Approved as to form and correctness:

_____

Sara Hedges, Esq. Date

City Commission Regular Meeting - 5:05 PM **11. P.**

Meeting Date: 01/05/2026

Re: Collective Bargaining Agreement Wage Reopener with PBA (SGT & LT Unit) October 1, 2024 - September 30, 2027.

Submitted For: Jared Sorensen, Human Resources Manager, Administrative Services

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SUBJECT:

Approval of the collective bargaining agreement wage re-opener article between the City of Fort Pierce and Coastal Florida Police Benevolent Association (SGT & LT Unit) October 1, 2024 - September 30, 2027.

SUMMARY:

The City and the Union have come to an agreement on the wage re-opener article for the SGT & LT Unit. The compensation step plan includes a range from 6% to 14% increase. In addition to the increases to the steps, SGTs and LTs will be moved to the next step as of October 1, 2025. The agreement has been ratified by the Union.

RECOMMENDATION:

Staff recommeds approval.

ALTERNATIVES:

Staff would restart negotiations with the Union.

RESPONSIBLE STAFF:

Jared Sorensen, Human Resources Manager.

COORDINATED WITH:

Fort Pierce Police Department.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2026

Amount: Range: 6%-14%

OTHER INFORMATION:

The 6%-14% increase to the steps plus the movement to next step has been budgeted in the FY 2026 budget.

Attachments

Sgt and LT Clean Copy

Sgt and LT Redline Copy

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(Sergeants' and Lieutenants' Unit)

October 1, 2024 to September 30, 2027

Contract Ratified:
City Commission Approval:

Table of Contents

ARTICLE 1..... 5
PREAMBLE..... 5
ARTICLE 2..... 6
RECOGNITION..... 6
ARTICLE 3..... 7
SUBCONTRACTING..... 7
ARTICLE 4..... 8
EMPLOYEE RIGHTS..... 8
ARTICLE 5..... 9
MANAGEMENT RIGHTS..... 9
ARTICLE 6..... 10
NO STRIKES AND LOCKOUTS..... 10
ARTICLE 7..... 11
BULLETIN BOARDS AND MAILBOXES..... 11
ARTICLE 8 12
NO DISCRIMINATION..... 12
ARTICLE 9..... 13
WORKING OUT OF CLASSIFICATION..... 13
ARTICLE 10..... 14
WORRULES..... 14
ARTICLE 11..... 15
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME..... 15
ARTICLE 12..... 18
DISPOSITION OF GRIEVANCES..... 18
ARTICLE 13..... 21
SAFETY AND HEALTH..... 21
ARTICLE 14..... 22
SENIORITY..... 22
ARTICLE 15..... 23
REDUCTION IN FORCE..... 23
ARTICLE 16..... 24
PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES..... 24

ARTICLE 17..... 25
INSURANCE..... 25
ARTICLE 18..... 26
CHECKOFF 26
ARTICLE 19..... 27
UNION REPRESENTATION..... 27
ARTICLE 20..... 29
FIELD TRAINING OFFICER (F.T.O.)..... 29
ARTICLE 21..... 30
SPECIALIZED UNITS..... 30
ARTICLE 22..... 31
DAMAGED PERSONAL PROPERTY..... 31
ARTICLE 23..... 32
HOLIDAYS..... 32
ARTICLE 24..... 33
VACATION LEAVE..... 33
ARTICLE 25..... 35
SICK LEAVE..... 35
ARTICLE 26..... 37
BEREAVEMENT LEAVE..... 37
ARTICLE 27..... 38
DRUG AND ALCOHOL TESTING..... 38
ARTICLE 28..... 42
AFFIRMATIVE ACTION..... 42
ARTICLE 29..... 43
INTERNAL AND EXTERNAL INVESTIGATIONS..... 43
ARTICLE 30..... 44
SEVERABILITY..... 44
ARTICLE 31..... 45
EDUCATIONAL REIMBURSEMENT..... 45
ARTICLE 32..... 46
RETIREMENT PLAN..... 46
ARTICLE 33..... 48
WAGES..... 48
STEP PAY PLAN 48

ARTICLE 34..... 51
DURATION OF AGREEMENT..... 51

ARTICLE 1
PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the **"EMPLOYER"** or the **"CITY",** and, COASTAL FLORIDA POLICE BENEVOLENTASSOCIATIONhereinafter referred to as the **ASSOCIATION** and/or the **"EMPLOYEE(S)."** This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1349.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no separate agreements made between bargaining unit members and the City that that are contrary to the terms herein provided.

ARTICLE 2
RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1349 as amended, excluding all other employees.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Sergeant, Lieutenant, member, and employee shall be synonymous.

ARTICLE 3
SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission Agenda, without waiver of either parties' rights under the law.

ARTICLE 4
EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, to withdraw from membership from the ASSOCIATION, or to refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 12 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 6.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 and Article 11 will continue in case of emergency.

ARTICLE 6
NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/ procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including termination.

ARTICLE 7
BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum of seven (7) days in advance of posting the notice. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee for approval a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.4

The Chief of Police or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

ARTICLE 8
NO DISCRIMINATION

SECTION 8.1

The EMPLOYER and the ASSOCIATION agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the ASSOCIATION agree not to discriminate against any employee for his/her membership or non-membership in the ASSOCIATION.

ARTICLE 9
WORKING OUT OF CLASSIFICATION

SECTION 9.1

A Sergeant may be required to work in a higher classification as a Lieutenant on a temporary or emergency basis. If the employee works for thirty-three (33) hours or less, he or she will receive no incentive pay. If the employee is required to perform the duties for a period of thirty-four (34) to eighty (80) hours, the employee shall receive a stipend of four hundred twenty dollars ($420.00) per calendar month. If the employee is required to perform the duties for a period exceeding eighty (80) hours, the employee shall receive a stipend of five hundred dollars ($500.00) per calendar month. If the acting position exceeds six (6) months, the stipend will increase by one hundred dollars ($100.00) for a total of six hundred dollars ($600.00) per calendar month.

SECTION 9.2

An employee who temporarily performs work in a lower classification different from his or her normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

ARTICLE 10
WORKRULES

SECTION 10.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 10.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions requires flexible working hours. The seven (7) day notice may be waived if the employee agrees or under exigent circumstances.

SECTION 10.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended if exigent circumstances continue to exist.

ARTICLE 11

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a fourteen 14-day pay period, with the exception of items covered in Article 11, Section 11.8.

SECTION 11.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 11.8. The CITY retains the sole right to determine and re- determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 11.3

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a fourteen (14) day pay period.

SECTION 11.4 - RECALL

Any employee who is recalled to duty after having left for the day, or a regularly scheduled day off, vacation day, compensation day, or more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of two and one half (2 ½) hours work paid at the overtime rate.

SECTION 11.5 - COURT TIME

If an employee attends court during off-duty time, compensation will be at the overtime rate for all hours over eighty (80) hours in a pay period, at a minimum of two and one-half (2 ½) hours.

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited at a minimum of two and one half (2 ½) hours.

All private checks issued to officers will be turned into Fiscal Management.

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

An employee assigned to the "On Call" position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half (1 ½) times their regular hourly base rate of pay. It shall be the employee's discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during "On Call" status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

SECTION 11.7 - CLOTHING ALLOWANCE

Employees required to wear plain clothes for their assignment shall receive an allowance of one hundred-fifty dollars ($150.00) per month while assigned.

SECTION 11.8 - COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Officers may request compensatory time in lieu of overtime.

A request to use compensatory time shall be approved within a "reasonable period" after submission of the request, if such use does not, as determined by the Chief or designee, "unduly disrupt" the operations of the agency. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Any compensatory time over one hundred twenty (120) hours will be converted to pay at 1 1/2 times.

SECTION 11.9 - K-9 OFFICER COMPENSATION

Employees assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record

SECTION 11 (Continued)

of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore, the ASSOCIATION and the CITY agree that employees assigned to K-9 duty shall receive a stipend of four hundred seventy five dollars ($475) (for the care and maintenance of the K-9) per month while assigned to the K-9 Unit.

ARTICLE 12
DISPOSITION OF GRIEVANCES

SECTION 12.1

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of this Agreement, shall be settled in the following manner:

A. Step 1 - Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the alleged misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor and appropriate rank as listed below. The grievance shall be signed by the aggrieved employee and, if applicable, the ASSOCIATION Representative and it shall state the following:

1. Article violated and date of occurrence;
2. A concise statement of the facts to support the grievance; and,
3. Remedy or correction requested.

Prior to responding to the grievance, the immediate supervisor shall meet with the aggrieved employee. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) days from the date the grievance was presented to him/her. Although responses at Steps l-3 shall not set a precedent, it is the intent of the grievance procedure to require supervisors to reach decisions and communicate them through the Step process and grievance response.

B. Step 2 - If the grievance is not resolved in Step l; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift/Division Commander. The Shift/Division Commander shall discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision within ten (10) days of receipt of the grievance.

C. Step 3 - If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift/Division Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police or Major of the aggrieved employee. The Deputy Chief of Police or Major shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 - If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Deputy Chief or Major's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the Chief of Police or approved designee.

SECTION 12 (Continued)

The Chief of Police or approved designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

E. Step 5 - If the grievance is not resolved in Step 4; then within ten (10) days following the receipt of the Chief of Police or approved designee' s decision or failure to respond as provided in Step 4, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

F. Step 6 - If the grievance is not resolved in Step 5; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 5, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

G. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

H. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

I. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.

J. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

K. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.

L. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

SECTION 12 (Continued)

M. The parties agree that in the event of any arbitration hearing, impasse hearing, PERC hearing, or other hearing involving the parties, the parties may submit written closing arguments.

ARTICLE 13
SAFETY AND HEALTH

SECTION 13.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 13.2

Protective devices and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon agreement of the CITY and the ASSOCIATION.

SECTION 13.3

Protective body armor (at current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The employee will pay the approved vendor directly for the cost of the optional upgrade.

SECTION 13.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 13.5

The CITY agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

ARTICLE 14
SENIORITY

SECTION 14.1 - CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 14.2-DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department as a sworn Law Enforcement Officer.

SECTION 14.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 14.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

ARTICLE 15
REDUCTION IN FORCE

SECTION 15.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

A. Lay-off shall be by classification within the Department. Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, classification, and Departmental seniority.

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his or her qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail, USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 16
PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.

B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.

C. The Chief of Police or designee shall determine the competitive promotional examination and/or assessment process.

D. The CITY shall conduct a competitive examination procedure and establish an eligibility list in the manner provided below. Eligibility shall be established as follows:

Lieutenant's eligibility requirements:

- Have a minimum of one (1) years of experience with the Fort Pierce Police Department in the capacity of a Sergeant; and

- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and

- Achieve a qualifying score on the most recent promotional examination or assessment.

E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.

F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.

G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:

- Lieutenants -The eligibility list shall be comprised of all Sergeants with a passing score of seventy (70) on the Lieutenants promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

ARTICLE 17
INSURANCE

SECTION 17.1

A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559, Medical Plan 5901 (Affordable), or the "Buy-Up" Plan BCBS Medical Plan 3769 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

B. The CITY will furnish life insurance coverage in the amount of $20,000 for all full-time sworn employees.

C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

D. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2025. If a committee is established, the CITY shall provide the PBA with the opportunity to appoint a member to serve on this committee.

ARTICLE 18
CHECKOFF

SECTION 18.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for twenty-six (26) bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 18.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 18.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union, Health and Life Insurance Premiums.

SECTION 18.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

ARTICLE 19
UNION REPRESENTATION

SECTION 19.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 19.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases, which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor. The pay will be taken from the Association Time Pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 19.3

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights interviews, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY time.

SECTION 19.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 19.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (taken from the Association Time Pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police, or designee.

SECTION 19 (Continued)

SECTION 19.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 19.7

The CITY and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the CITY an Association Time Pool Authorization form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Association Time Pool hours may be drawn at the written discretion of the ASSOCIATION President or his designee in increments of at least one (1) hour.

Charges against the Association Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings, or resolution of impasse hearings before the City Commission. The Association Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 19.8.

The use of the Association Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Association Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or designee. Should the Association Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

The CITY agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year. The ASSOCIATION will provide the proper form for the time transfer.

ARTICLE 20
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ARTICLE 21
SPECIALIZED UNITS

SECTION 21.1

All full-time Specialized Units, to include Detectives, Community Engagement, School Resource Officers, Traffic Officers, Internal Affairs/Professional Standards, Training, and Recruiting shall receive a pay allowance of three hundred twenty dollars ($320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental, inter-Departmental, and other trainings as designated by the Chief of Police, or designee.

SECTION 21.2

The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred twenty dollars ($320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month while on duty. Personnel assigned to the Training Division are precluded from receiving this allowance.

ARTICLE 22
DAMAGED PERSONAL PROPERTY

SECTION 22.1

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred fifty dollars ($350.00) per incident.

SECTION 22.2

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- $150.00 Limit: watches and non-prescription sunglasses.
- $350.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 22.3

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

ARTICLE 23
HOLIDAYS

SECTION 23.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day,
Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

SECTION 23.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 23.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 23.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (11/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

ARTICLE 24
VACATION LEAVE

SECTION 24.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he or she shall not be compensated for any accrued leave.

SECTION 24.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (l0):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	Fifteen (15) years of service and over:	160 hours per year

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty (360) hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty (240) hours will be considered forfeited and lost at the close of each fiscal year (September 30).

SECTION 24 (Continued)

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 24.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months of employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall schedule vacation leave so as to meet the operating requirements of the Department.

For vacation purposes, reinstated employees, except employees reinstated as a result of a grievance or arbitration, are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 24.4 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

ARTICLE 25
SICKLEAVE

SECTION 25.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of eight (8) hours per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 25.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor, Division Commander or Chief of Police, or designee not less than one (I) hour prior to, the time set for beginning their daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 25.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 25.4 - ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

SECTION 25.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

SECTION 25 (Continued)

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 25.6 - UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave and divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the Department and continue to draw full pay; provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when- the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 26
BEREAVEMENT LEAVE

SECTION 26.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in law, son-in-law, daughter-in-law, brother-in-law, sister- in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half- sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in- law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter grandson, and granddaughter. Maximum amount is not to exceed $50.00 in US funds (including tax and shipping).

SECTION 26.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

ARTICLE 27
DRUG AND ALCOHOL TESTING

SECTION 27.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in ~~e~~insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The CITY's need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined who volunteers that he or she has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the Department's approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

SECTION 27.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 27.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited.* The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition, the term "drugs" used herein shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

***This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

SECTION 27.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty or off-duty accident when driving a City vehicle, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any

chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 27.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 27.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

SECTION 27.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in one (1) calendar year period.

SECTION 27.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 27.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmation test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 27.10

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in subsection 9 of this Article.

SECTION 27.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer

or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee as well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administrative matter.

SECTION 27.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

ARTICLE 28
AFFIRMATIVE ACTION

SECTION 28.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

ARTICLE 29
INTERNAL AND EXTERNAL INVESTIGATIONS

SECTION 29.1

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officer Bill of Rights and other appropriate statutes.

ARTICLE 30
SEVERABILITY

SECTION 30.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 31
EDUCATIONAL REIMBURSEMENT

SECTION 31.1

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program. This program is subject to funding availability.

SECTION 31.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 31.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 32
RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fo11 Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Sergeants and Lieutenants employed by the CITY who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 32.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 32.3

Employees hired after October 1, 2012, (left for historical purposes):

1. Vesting period of five (5) years.

2. Members hired after October 1, 2012, the amount of the standard form of annuity shall not exceed 100 percent of the member's average final compensation. In no event may the maximum pension payment to any member becoming a member after October I, 2012, exceed $115,000.00 annually.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October I, 2012:

1. Members hired before October 1, 2012; the amount of standard form of annuity shall not exceed 100 percent of the member's average final compensation. In no event may the maximum pension payment to any member exceed the maximum allowable under section 401 of the Internal Revenue Code or other applicable law.

A. Overtime

1. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours annually. The first (300) hours in a fiscal year.

2. The amount of unused overtime accrued before September 27, 2012, is documented in the member’s pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, up to one hundred twenty (120) hours comp. In no way shall the amount used exceed the member’s

balance as documented on September 27, 2012.

B. Sick Leave and Vacation Time

1. Sick leave and vacation time accrued after September 27, 2012, shall not be used in the calculation of pension benefits.

2. The amount of unused sick leave, and vacation time accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, seven hundred twenty (720) hours sick and three hundred sixty (360) vacation. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

ARTICLE 33
WAGES
LIEUTENANTS AND SERGEANTS
FY 2025

SECTION 33.1

For the CITY'S Fiscal Year 2026, starting on October 1, 2025:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale includes a range from 6% to 14% increase from the previously established pay scale approved by the City Commission in FY 2025.
- Members will move to their correct step as provided in Table 2 for the FY 2026.
- The pay provisions for Fiscal Year 2026 will be retroactive to October 1, 2025.

For Fiscal Year 2026, Members will be placed into the next higher step. Members in step seven (7) for Lieutenants and step ten (10) for Sergeants will not receive any increase above the negotiated increase in that step. All steps / increases are contingent upon funding availability.

LIEUTENANTS	FY 2026
Pay Step	
1	$ 112,500.00
2	$ 114,500.00
3	$ 116,500.00
4	$ 118,500.00
5	$ 121,500.00
6	$ 123,500.00
7	$ 125,000.00
SERGEANTS	FY 2026
Pay Step	
1	$ 100,000.00
2	$ 101,000.00
3	$ 102,000.00
4	$ 103,000.00
5	$ 104,000.00
6	$ 105,000.00
7	$ 106,000.00
8	$ 107,000.00
9	$ 108,000.00
10	$ 109,000.00

Table 2			
Step as of Date of Promotion Fiscal Year 2026 (Lieutenants)			
Step	Dates of Promotion		
1	October 1,2025	I	September 30, 2026
2	October 1, 2024	I	September 30, 2025
3	October 1, 2023	I	September 30, 2024
4	October 1, 2022	I	September 30, 2023
5	October 1, 2021	I	September 30, 2022
6	October 1, 2020	I	September 30, 2021
7	Before		September 30, 2020
Step as of Date of Promotion Fiscal Year 2026 (Sergeants)			
Step	Dates of Promotion		
1	October 1, 2025	I	September 30, 2026
2	October 1, 2024	I	September 30, 2025
3	October 1, 2023	I	September 30, 2024
4	October 1, 2022	I	September 30, 2023
5	October 1, 2021	I	September 30, 2022
6	October 1, 2020	I	September 30, 2021
7	October 1, 2019	I	September 30, 2020
8	October 1, 2018	I	September 30, 2019
9	October 1, 2017	I	September 30, 2018
10	Before		September 30, 2017

SECTION 33.2- HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand (3,000) dollars per year or two hundred fifty dollars (250) per month, as funding permits. Officers must verify their address and notify Human Resources of any address changes within seven (7) days.

SECTION 33.3 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies.

ARTICLE 34

DURATION OF AGREEMENT

SECTION 34.1

This Agreement shall be effective October 1, 2024 and shall remain in force up to and including September 30, 2027. The parties agree to re-open Article 33 (Wages) and one additional non-economic article of this agreement for FY 2025-2026 in or around May of 2025; and re-open Article 33 (Wages) and one additional non-economic article for FY 2026-2027 in or around May of 2026.

For The City of Fort Pierce

_____

Linda Hudson Date
Mayor

Witnessed by:

_____

DeVoshay Johnson Date
Deputy City Manager

_____

Linda Cox Date
Acting City Manager

_____

Robert Ridle Date
Interim Chief of Police

_____

Jared Sorensen Date
Chief Negotiator / HR

Approved as to form and correctness:

_____

Sara Hedges, Esq. Date
City Attorney

For The Coastal Florida Police Benevolent Association

_____

JJ Woolsey Date
Chief Negotiator, CFBPA

_____

Union Representative Date

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(Sergeants' and Lieutenants' Unit)

October 1, 2024 to September 30, 2027

Contract Ratified:
City Commission Approval:

Table of Contents

ARTICLE 1 5
PREAMBLE 5
ARTICLE 2 6
RECOGNITION 6
ARTICLE 3 7
SUBCONTRACTING 7
ARTICLE 4 8
EMPLOYEE RIGHTS 8
ARTICLE 5 9
MANAGEMENT RIGHTS 9
ARTICLE 6 10
NO STRIKES AND LOCKOUTS 10
ARTICLE 7 11
BULLETIN BOARDS AND MAILBOXES 11
ARTICLE 8 12
NO DISCRIMINATION 12
ARTICLE 9 13
WORKING OUT OF CLASSIFICATION 13
ARTICLE 10 14
WORRULES 14
ARTICLE 11 15
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME 15
ARTICLE 12 18
DISPOSITION OF GRIEVANCES 18
ARTICLE 13 21
SAFETY AND HEALTH 21
ARTICLE 14 22
SENIORITY 22
ARTICLE 15 23
REDUCTION IN FORCE 23
ARTICLE 16 24
PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES 24

ARTICLE 17 25
INSURANCE 25
ARTICLE 18 26
CHECKOFF 26
ARTICLE 19 27
UNION REPRESENTATION 27
ARTICLE 20 29
FIELD TRAINING OFFICER (F.T.O.) 29
ARTICLE 21 30
SPECIALIZED UNITS 30
ARTICLE 22 31
DAMAGED PERSONAL PROPERTY 31
ARTICLE 23 32
HOLIDAYS 32
ARTICLE 24 33
VACATION LEAVE 33
ARTICLE 25 35
SICK LEAVE 35
ARTICLE 26 37
BEREAVEMENT LEAVE 37
ARTICLE 27 38
DRUG AND ALCOHOL TESTING 38
ARTICLE 28 42
AFFIRMATIVE ACTION 42
ARTICLE 29 43
INTERNAL AND EXTERNAL INVESTIGATIONS 43
ARTICLE 30 44
SEVERABILITY 44
ARTICLE 31 45
EDUCATIONAL REIMBURSEMENT 45
ARTICLE 32 46
RETIREMENT PLAN 46
ARTICLE 33 48
WAGES 48
STEP PAY PLAN 48

ARTICLE 34 51
DURATION OF AGREEMENT 51

ARTICLE 1
PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the **"EMPLOYER"** or the **"CITY",** and, COASTAL FLORIDA POLICE BENEVOLENTASSOCIATION hereinafter referred to as the **ASSOCIATION** and/or the **"EMPLOYEE(S)."** This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1349.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no separate agreements made between bargaining unit members and the City that that are contrary to the terms herein provided.

ARTICLE 2
RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1349 as amended, excluding all other employees.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Sergeant, Lieutenant, member, and employee shall be synonymous.

ARTICLE 3
SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission Agenda, without waiver of either parties' rights under the law.

ARTICLE 4
EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, to withdraw from membership from the ASSOCIATION, or to refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 12 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 6.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 and Article 11 will continue in case of emergency.

ARTICLE 6
NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/ procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including termination.

ARTICLE 7
BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum of seven (7) days in advance of posting the notice. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee for approval a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

SECTION 7.4

The Chief of Police or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

ARTICLE 8
NO DISCRIMINATION

SECTION 8.1

The EMPLOYER and the ASSOCIATION agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the ASSOCIATION agree not to discriminate against any employee for his/her membership or non-membership in the ASSOCIATION.

ARTICLE 9
WORKING OUT OF CLASSIFICATION

SECTION 9.1

A Sergeant may be required to work in a higher classification as a Lieutenant on a temporary or emergency basis. If the employee works for thirty-three (33) hours or less, he or she will receive no incentive pay. If the employee is required to perform the duties for a period of thirty-four (34) to eighty (80) hours, the employee shall receive a stipend of four hundred twenty dollars ($420.00) per calendar month. If the employee is required to perform the duties for a period exceeding eighty (80) hours, the employee shall receive a stipend of five hundred dollars ($500.00) per calendar month. If the acting position exceeds six (6) months, the stipend will increase by one hundred dollars ($100.00) for a total of six hundred dollars ($600.00) per calendar month.

SECTION 9.2

An employee who temporarily performs work in a lower classification different from his or her normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

ARTICLE 10
WORKRULES

SECTION 10.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 10.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions requires flexible working hours. The seven (7) day notice may be waived if the employee agrees or under exigent circumstances.

SECTION 10.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended if exigent circumstances continue to exist.

ARTICLE 11
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a fourteen 14-day pay period, with the exception of items covered in Article 11, Section 11.8.

SECTION 11.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 11.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 11.3

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a fourteen (14) day pay period.

SECTION 11.4 - RECALL

Any employee who is recalled to duty after having left for the day, or a regularly scheduled day off, vacation day, compensation day, or more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of two and one half (2 ½) hours work paid at the overtime rate.

SECTION 11.5 - COURT TIME

If an employee attends court during off-duty time, compensation will be at the overtime rate for all hours over eighty (80) hours in a pay period, at a minimum of two and one-half (2 ½) hours.

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited at a minimum of two and one half (2 ½) hours.

All private checks issued to officers will be turned into Fiscal Management.

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

An employee assigned to the "On Call" position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half (1 ½) times their regular hourly base rate of pay. It shall be the employee's discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during "On Call" status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

SECTION 11.7 - CLOTHING ALLOWANCE

Employees required to wear plain clothes for their assignment shall receive an allowance of one hundred-fifty dollars ($150.00) per month while assigned.

SECTION 11.8 - COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Officers may request compensatory time in lieu of overtime.

A request to use compensatory time shall be approved within a "reasonable period" after submission of the request, if such use does not, as determined by the Chief or designee, "unduly disrupt" the operations of the agency. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Any compensatory time over one hundred twenty (120) hours will be converted to pay at 1 1/2 times.

SECTION 11.9 -K-9 OFFICER COMPENSATION

Employees assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record

SECTION 11 (Continued)

of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore, the ASSOCIATION and the CITY agree that employees assigned to K-9 duty shall receive a stipend of four hundred seventy five dollars ($475) (for the care and maintenance of the K-9) per month while assigned to the K-9 Unit.

ARTICLE 12
DISPOSITION OF GRIEVANCES

SECTION 12.1

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of this Agreement, shall be settled in the following manner:

A. Step 1 - Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the alleged misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor and appropriate rank as listed below. The grievance shall be signed by the aggrieved employee and, if applicable, the ASSOCIATION Representative and it shall state the following:

1. Article violated and date of occurrence;
2. A concise statement of the facts to support the grievance; and,
3. Remedy or correction requested.

Prior to responding to the grievance, the immediate supervisor shall meet with the aggrieved employee. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) days from the date the grievance was presented to him/her. Although responses at Steps l-3 shall not set a precedent, it is the intent of the grievance procedure to require supervisors to reach decisions and communicate them through the Step process and grievance response.

B. Step 2 - If the grievance is not resolved in Step l; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift/Division Commander. The Shift/Division Commander shall discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision within ten (10) days of receipt of the grievance.

C. Step 3 - If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift/Division Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police or Major of the aggrieved employee. The Deputy Chief of Police or Major shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 - If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Deputy Chief or Major's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the Chief of Police or approved designee.

SECTION 12 (Continued)

The Chief of Police or approved designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

E. Step 5 - If the grievance is not resolved in Step 4; then within ten (10) days following the receipt of the Chief of Police or approved designee' s decision or failure to respond as provided in Step 4, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

F. Step 6 - If the grievance is not resolved in Step 5; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 5, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

G. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

H. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

I. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.

J. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

K. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.

L. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

SECTION 12 (Continued)

M. The parties agree that in the event of any arbitration hearing, impasse hearing, PERC hearing, or other hearing involving the parties, the parties may submit written closing arguments.

ARTICLE 13
SAFETY AND HEALTH

SECTION 13.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 13.2

Protective devices and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon agreement of the CITY and the ASSOCIATION.

SECTION 13.3

Protective body armor (at current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The employee will pay the approved vendor directly for the cost of the optional upgrade.

SECTION 13.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 13.5

The CITY agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

ARTICLE 14
SENIORITY

SECTION 14.1 - CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 14.2-DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department as a sworn Law Enforcement Officer.

SECTION 14.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 14.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

ARTICLE 15
REDUCTION IN FORCE

SECTION 15.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

A. Lay-off shall be by classification within the Department. Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, classification, and Departmental seniority.

B. No regular employee shall be laid off while there are emergency, temporary, part- time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his or her qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail, USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 16
PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.

B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.

C. The Chief of Police or designee shall determine the competitive promotional examination and/or assessment process.

D. The CITY shall conduct a competitive examination procedure and establish an eligibility list in the manner provided below. Eligibility shall be established as follows:

Lieutenant's eligibility requirements:

- Have a minimum of one (1) years of experience with the Fort Pierce Police Department in the capacity of a Sergeant; and

- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and

- Achieve a qualifying score on the most recent promotional examination or assessment.

E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.

F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.

G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:

- Lieutenants -The eligibility list shall be comprised of all Sergeants with a passing score of seventy (70) on the Lieutenants promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

ARTICLE 17
INSURANCE

SECTION 17.1

A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559, Medical Plan 5901 (Affordable), or the "Buy-Up" Plan BCBS Medical Plan 3769 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

B. The CITY will furnish life insurance coverage in the amount of $20,000 for all full-time sworn employees.

C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

D. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2025. If a committee is established, the CITY shall provide the PBA with the opportunity to appoint a member to serve on this committee.

ARTICLE 18
CHECKOFF

SECTION 18.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for twenty-six (26) bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 18.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 18.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union, Health and Life Insurance Premiums.

SECTION 18.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

ARTICLE 19
UNION REPRESENTATION

SECTION 19.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 19.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases, which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor. The pay will be taken from the Association Time Pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 19.3

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights interviews, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY time.

SECTION 19.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 19.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (taken from the Association Time Pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police, or designee.

SECTION 19 (Continued)

SECTION 19.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 19.7

The CITY and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the CITY an Association Time Pool Authorization form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Association Time Pool hours may be drawn at the written discretion of the ASSOCIATION President or his designee in increments of at least one (1) hour.

Charges against the Association Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings, or resolution of impasse hearings before the City Commission. The Association Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 19.8.

The use of the Association Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Association Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or designee. Should the Association Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

The CITY agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year. The ASSOCIATION will provide the proper form for the time transfer.

ARTICLE 20
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ARTICLE 21
SPECIALIZED UNITS

SECTION 21.1

All full-time Specialized Units, to include Detectives, Community Engagement, School Resource Officers, Traffic Officers, Internal Affairs/Professional Standards, Training, and Recruiting shall receive a pay allowance of three hundred twenty dollars ($320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental, inter-Departmental, and other trainings as designated by the Chief of Police, or designee.

SECTION 21.2

The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred twenty dollars ($320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month while on duty. Personnel assigned to the Training Division are precluded from receiving this allowance.

ARTICLE 22
DAMAGED PERSONAL PROPERTY

SECTION 22.1

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred fifty dollars ($350.00) per incident.

SECTION 22.2

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- $150.00 Limit: watches and non-prescription sunglasses.
- $350.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 22.3

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

ARTICLE 23
HOLIDAYS

SECTION 23.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

SECTION 23.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 23.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 23.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (11/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

ARTICLE 24
VACATION LEAVE

SECTION 24.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he or she shall not be compensated for any accrued leave.

SECTION 24.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (l0):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	Fifteen (15) years of service and over:	160 hours per year

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty (360) hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty (240) hours will be considered forfeited and lost at the close of each fiscal year (September 30).

SECTION 24 (Continued)

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 24.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months of employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall schedule vacation leave so as to meet the operating requirements of the Department.

For vacation purposes, reinstated employees, except employees reinstated as a result of a grievance or arbitration, are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 24.4 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

ARTICLE 25
SICKLEAVE

SECTION 25.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of eight (8) hours per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 25.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor, Division Commander or Chief of Police, or designee not less than one (I) hour prior to, the time set for beginning their daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 25.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 25.4 - ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

SECTION 25.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

SECTION 25 (Continued)

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 25.6 - UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave and divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the Department and continue to draw full pay; provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when- the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 26
BEREAVEMENT LEAVE

SECTION 26.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in law, son-in-law, daughter-in-law, brother-in-law, sister- in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half- sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in- law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter grandson, and granddaughter. Maximum amount is not to exceed $50.00 in US funds (including tax and shipping).

SECTION 26.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

ARTICLE 27
DRUG AND ALCOHOL TESTING

SECTION 27.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in ~~e~~insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The CITY's need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined who volunteers that he or she has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the Department's approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

SECTION 27.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 27.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited.* The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition, the term "drugs" used herein shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

***This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

SECTION 27.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty or off-duty accident when driving a City vehicle, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any

chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 27.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 27.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

SECTION 27.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in one (1) calendar year period.

SECTION 27.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 27.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmation test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 27.10

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in subsection 9 of this Article.

SECTION 27.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer

or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee as well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administrative matter.

SECTION 27.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

ARTICLE 28
AFFIRMATIVE ACTION

SECTION 28.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

ARTICLE 29
INTERNAL AND EXTERNAL INVESTIGATIONS

SECTION 29.1

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officer Bill of Rights and other appropriate statutes.

ARTICLE 30
SEVERABILITY

SECTION 30.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 31
EDUCATIONAL REIMBURSEMENT

SECTION 31.1

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program. This program is subject to funding availability.

SECTION 31.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 31.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 32
RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fo11 Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Sergeants and Lieutenants employed by the CITY who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 32.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 32.3

Employees hired after October 1, 2012, (left for historical purposes):

1. Vesting period of five (5) years.

2. Members hired after October 1, 2012, the amount of the standard form of annuity shall not exceed 100 percent of the member's average final compensation. In no event may the maximum pension payment to any member becoming a member after October I, 2012, exceed $115,000.00 annually.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October I, 2012:

1. Members hired before October 1, 2012; the amount of standard form of annuity shall not exceed 100 percent of the member's average final compensation. In no event may the maximum pension payment to any member exceed the maximum allowable under section 401 of the Internal Revenue Code or other applicable law.

A. Overtime

1. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours annually. The first (300) hours in a fiscal year.

2. The amount of unused overtime accrued before September 27, 2012, is documented in the member’s pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, up to one hundred twenty (120) hours comp. In no way shall the amount used exceed the member’s

balance as documented on September 27, 2012.

B. Sick Leave and Vacation Time

1. Sick leave and vacation time accrued after September 27, 2012, shall not be used in the calculation of pension benefits.

2. The amount of unused sick leave, and vacation time accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, seven hundred twenty (720) hours sick and three hundred sixty (360) vacation. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

ARTICLE 33
WAGES
LIEUTENANTS AND SERGEANTS
FY 2025

SECTION 33.1

For the CITY'S Fiscal Year 2026~~5~~, starting on October 1, 2025~~4~~:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale ~~contains~~ includes a range from 6% to ~~9~~14% increase from the previously established pay scale approved by the City Commission in FY 2025~~4~~.
- Members will move to their correct step as provided in Table 2 for the FY 2026~~5~~.
- The pay provisions for Fiscal Year 2026~~5~~ will be retroactive to October 1, 2025~~4~~.

For Fiscal Year 2026~~5~~, Members will be placed into the next higher step. Members in step seven (7) for Lieutenants and step ten (10) for Sergeants will not receive any increase above the negotiated increase in that step. All steps / increases are contingent upon funding availability.

LIEUTENANTS	FY 2026~~5~~
Pay Step	
1	$~~105,741.07~~ 112,500.00
2	$~~107,698.95~~ 114,500.00
3	$~~109,655.72~~ 116,500.00
4	$~~111,616.93~~ 118,500.00
5	$~~113,572.59~~ 121,500.00
6	$~~115,532.69~~ 123,500.00
7	$~~117,491.68~~ 125,000.00
SERGEANTS	FY 2026~~5~~
Pay Step	
1	$~~87,494.21~~ 100,000.00
2	$~~89,046.29~~ 101,000.00
3	$~~90,671.74~~ 102,000.00
4	$~~92,297.19~~ 103,000.00
5	$~~93,924.86~~ 104,000.00
6	$~~95,551.43~~ 105,000.00
7	$~~97,177.99~~ 106,000.00
8	$~~98,803.44~~ 107,000.00
9	$~~100,422.22~~ 108,000.00
10	$~~102,064.35~~ 109,000.00

Table 2	
Step as of Date of Promotion Fiscal Year-2026~~5~~ (Lieutenants)	
Step	Dates of Promotion
1	October 1, ~~2024~~2025 – September 30, ~~2025~~2026
2	October 1, ~~2023~~2024 – September 30, ~~2024~~2025
3	October 1, ~~2022~~2023 – September 30, ~~2023~~2024
4	October 1, ~~2021~~2022 – September 30, ~~2022~~2023
5	October 1, ~~2020~~2021 – September 30, ~~2021~~2022
6	October 1, ~~2019~~2020 – September 30, ~~2020~~2021
7	Before September 30, ~~2019~~2020
Step as of Date of Promotion Fiscal Year ~~2024~~ 2026~~5~~ (Sergeants)	
Step	Dates of Promotion
1	October 1, ~~2024~~2025 – September 30, ~~2025~~2026
2	October 1, ~~2023~~2024 – September 30, ~~2024~~2025
3	October 1, ~~2022~~2023 – September 30, ~~2023~~2024
4	October 1, ~~2021~~ 2022 – September 30, ~~2022~~2023
5	October 1, ~~2020~~2021 – September 30, ~~2021~~2022
6	October 1, ~~2019~~2020 – September 30, ~~2020~~2021
7	October 1, ~~2018~~2019 – September 30, ~~2019~~2020
8	October 1, ~~2017~~2018 – September 30, ~~2018~~2019
9	October 1, ~~2016~~2017 – September 30, ~~2017~~2018
10	Before September 30, ~~2016~~2017

SECTION 33.2- HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand (3,000) dollars per year or two hundred fifty dollars (250) per month, as funding permits. Officers must verify their address and notify Human Resources of any address changes within seven (7) days.

SECTION 33.3 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies.

ARTICLE 34

DURATION OF AGREEMENT

SECTION 34.1

This Agreement shall be effective October 1, 2024 and shall remain in force up to and including September 30, 2027. The parties agree to re-open Article 33 (Wages) and one additional non-economic article of this agreement for FY 2025-2026 in or around May of 2025; and re-open Article 33 (Wages) and one additional non-economic article for FY 2026-2027 in or around May of 2026.

For The City of Fort Pierce

_____

Linda Hudson Date
Mayor

Witnessed by:

_____

DeVoshay Johnson Date
Deputy City Manager

_____

Linda Cox Date
Acting City Manager

_____

~~Diane Hobley-Burney~~Robert Ridle Date
Interim Chief of Police

_____

Jared Sorensen Date
Chief Negotiator / HR

Approved as to form and correctness:

_____

Sara Hedges, Esq. Date
City Attorney

For The Coastal Florida Police Benevolent Association

_____

JJ Woolsey Date
Chief Negotiator, CFBPA

_____

Union Representative Date

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 01/05/2026

Re: Voluntary Annexation - At or near 906 Skylark Drive

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-038 - Review and approval of a Voluntary Annexation by owner, Bernard Jones of Round Hill Development Group, Inc., to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near 906 Skylark Drive. The proposed City Future Land Use designation is Medium-Density Residential (RM), and the Zoning designation is Medium-Density Residential (R-4). Parcel ID: 2427-702-0115-000-1. SECOND READING

SUMMARY:

Project #: PZANN2025-00005
Request for review of an application for the annexation of (1) parcel into the City, with a City Future Land Use Designation of RM, Medium-Density Residential, and a City Zoning of R-4, Medium-Density Residential Zone.

The subject property has a St. Lucie County Future Land Use Designation of RH, Residential High, and a St. Lucie County Zoning designation of RM-11, Residential, Multiple-Family – 11/du. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use Designation for the parcels is RM, Medium-Density Residential, with a Zoning Classification of R-4, Medium-Density Residential Zone.

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the properties are located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is approximately $45,540. Should the Application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

RECOMMENDATION:

Staff has confirmed that the property is located within unincorporated St. Lucie County, is contiguous to the Fort Pierce City municipal boundary, and is within the FPUA service area.

Staff's recommendation is for the City Commission to approve the proposed annexation application.

ALTERNATIVES:

- Approval with Conditions
- Disapproval

RESPONSIBLE STAFF:

Vennis Gilmore, Historic Preservation Officer/Senior Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

The current taxable value of the property is approximately $45,540. Should the Application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Attachments

Ordinance 25-038
Staff Presentation
Staff Report
Staff Report Supporting Documents
Application Supporting Documents
Public Notice Certification
Legal Memo
Proof of Publication

ORDINANCE NO. 25-038

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR **906 SKYLARK DRIVE,** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION OF MEDIUM DENSITY RESIDENTIAL (R-4); ESTABLISHING THE LAND USE DESIGNATION OF MEDIUM DENSITY RESIDENTIAL (RM); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of the current owner(s) and/or former owners of the property to be annexed; and

WHEREAS, the property is contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 13th, 2025, meeting, voted 7 to 0 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on October 17th, 2025, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St.

Lucie County Board of County Commissioners on October 17th, 2025, no fewer than ten (10) days prior to publishing or posting the ordinance notice;

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

Parcel ID: 2427-702-0115-000-1

LEGAL DESCRIPTION:

LOT 31 AND THE EAST 20 FEET OF LOT 32 IN BLOCK 3 OF WAGNER S/D, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 74, OF THE PUBLIC RECORDS OF ST. LUCIE, FLORIDA.

CONTAINING 0.23 ACRES, MORE OR LESS. (PARCEL ID: 2427-702-0115-000-1

Said property containing approximately 0.23 acres and being generally located at or near 906 Skylark Drive, Fort Pierce, FL 34982.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2026, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be zoned Medium Density Residential (R-4) and assigned a Future Land Use Designation of Medium Density Residential (RM), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this Ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-038 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 30th, 2025 and Sunday, December 7th, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, December 15th, 2025; and was duly introduced, read by title only, and passed on second and final reading Monday, January 5th, 2026 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 6th day of January 2026.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

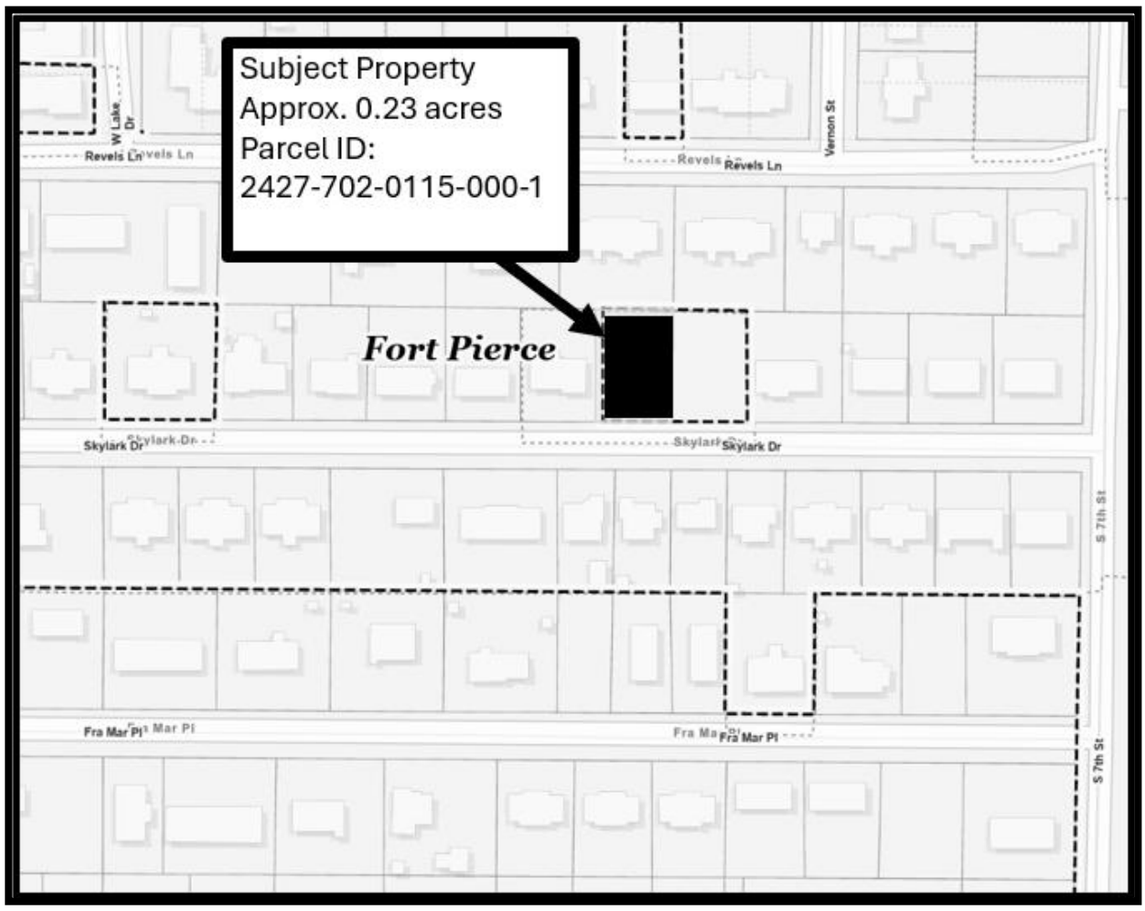
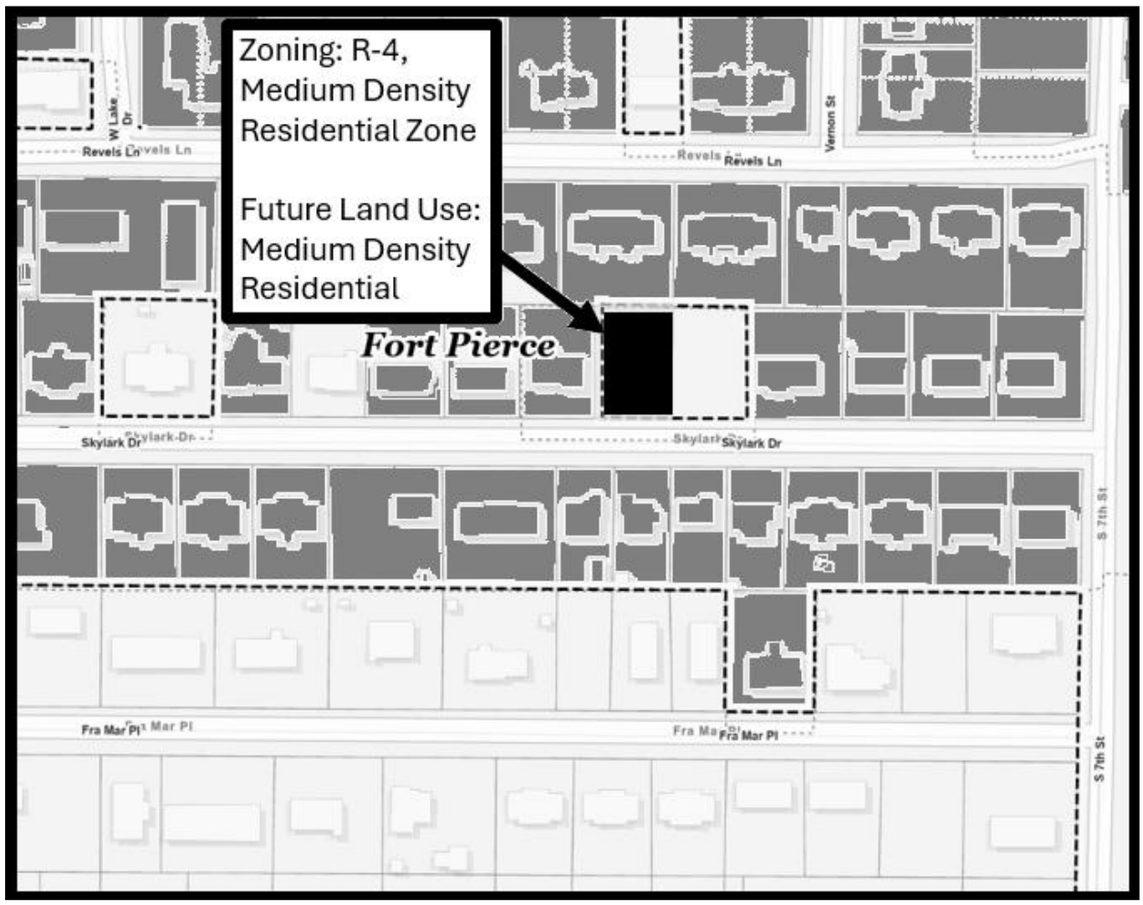


EXHIBIT B
Zoning & Future Land Use Designation Assignment



CITY OF FORT PIERCE

ANNEXATION

December 15th, 2025

PZANN2025-00005

SKYLARK DRIVE – VOLUNTARY ANNEXATION

At or near 906 Skylark Drive

(2427-702-0115-000-1)

APPLICANT/OWNER

Bernard Jones, Round Hill Development Group, Inc.

PARCEL ID #(S):

2427-702-0115-000-1

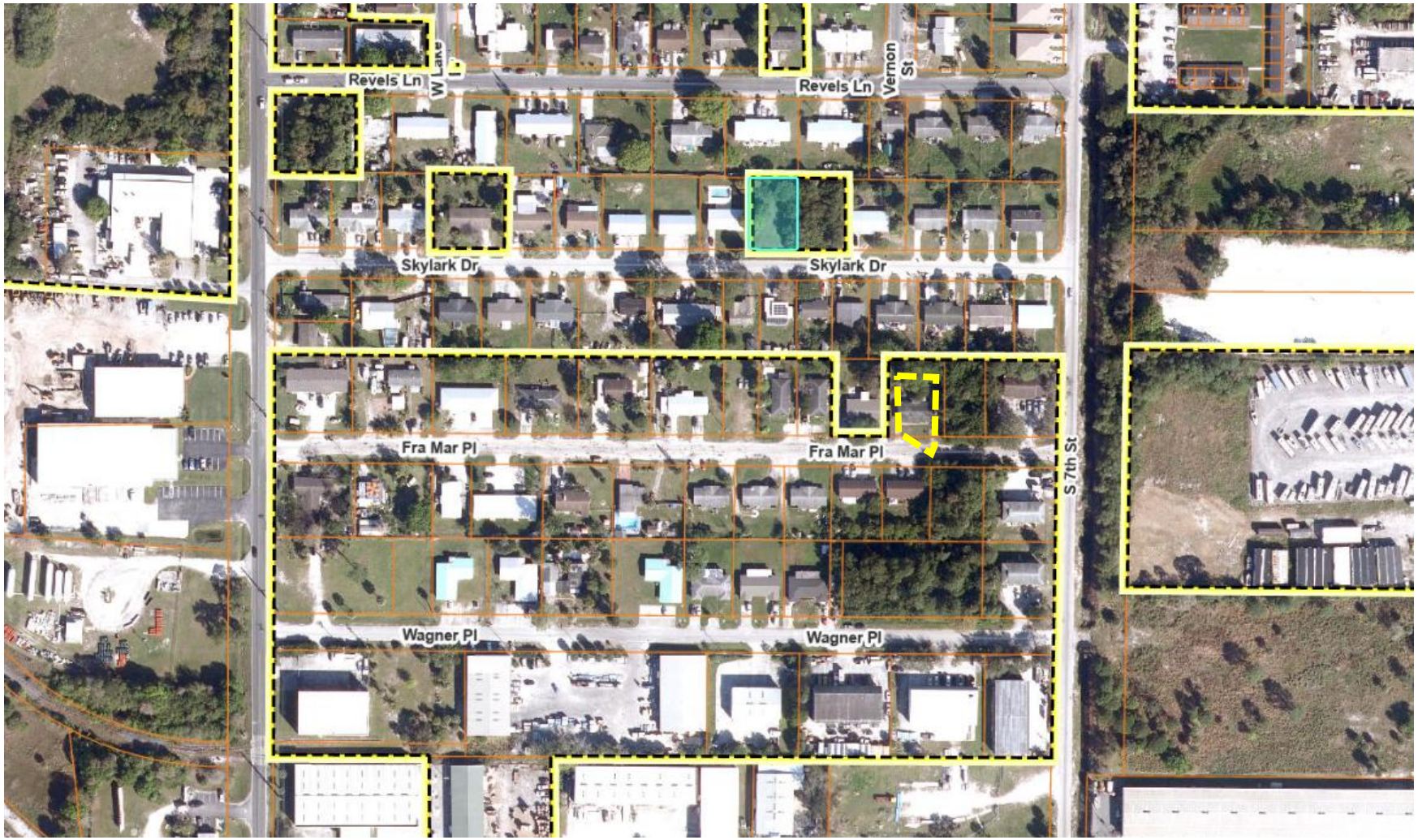
SUMMARY

Request for review of an application for the annexation of (1) parcel into the City, with a City Future Land Use Designation of RM, Medium-Density Residential, and a City Zoning of R-4, Medium-Density Residential Zone.

The subject property has a St. Lucie County Future Land Use Designation of RH, Residential High, and a St. Lucie County Zoning designation of RM-11, Residential, Multiple-Family – 11/du. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use Designation for the parcels is RM, Medium-Density Residential, with a Zoning Classification of R-4, Medium-Density Residential Zone.

The current taxable value of the property is approximately $45,540. Should the Application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

SITE LOCATION – CITY LIMITS



SITE AREA= 0.23 +/- Acres

EXISTING ZONING CITY & COUNTY



Current SLC FLU:
RH, Residential High

Proposed FP FLU:
RM, Medium Density Residential

Current SLC Zoning:
RM-11, Residential, Multiple-Family – 11/du

Proposed FP Zoning:
R-4, Medium-Density Residential Zone

SKYLARK DRIVE- ANNEXATION

EXISTING FUTURE LAND USE - CITY & COUNTY



Current SLC FLU:
RH, Residential High

Proposed FP FLU:
RM, Medium-Density Residential

Current SLC Zoning:
RM-11, Residential, Multiple-Family – 11/du

Proposed FP Zoning:
R-4, Medium-Density Residential Zone

SKYLARK DRIVE- ANNEXATION

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - Skylark Drive Annexation

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.23	10,018.8

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL HIGH (RH)	15	3	0.0	0.0 SQ.FT
PROPOSED	MEDIUM DENSITY RESIDENTIAL (RM)	12	2	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)	(1)			0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

COMPREHENSIVE PLAN

Pursuant to the Comprehensive Plan policy 1.11.5, “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed ANNEXATION with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

ANNEXATION

At the October 13th, 2025, meeting, the Planning Board voted unanimously to APPROVE the Annexation.

Staff recommends that the City Commission APPROVE the proposed ANNEXATION.

- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience, and general welfare**

- **<u>Alternative actions of the City Commission:</u>**

- Approval with changes.

or

- Disapproval

CITY OF FORT PIERCE

ANNEXATION

December 15th, 2025

PZANN2025-00005

SKYLARK DRIVE – VOLUNTARY ANNEXATION

At or near 906 Skylark Drive

(2427-702-0115-000-1)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: SKYLARK DRIVE VOLUNTARY ANNEXATION – PROJECT #: PZANN2025-00005

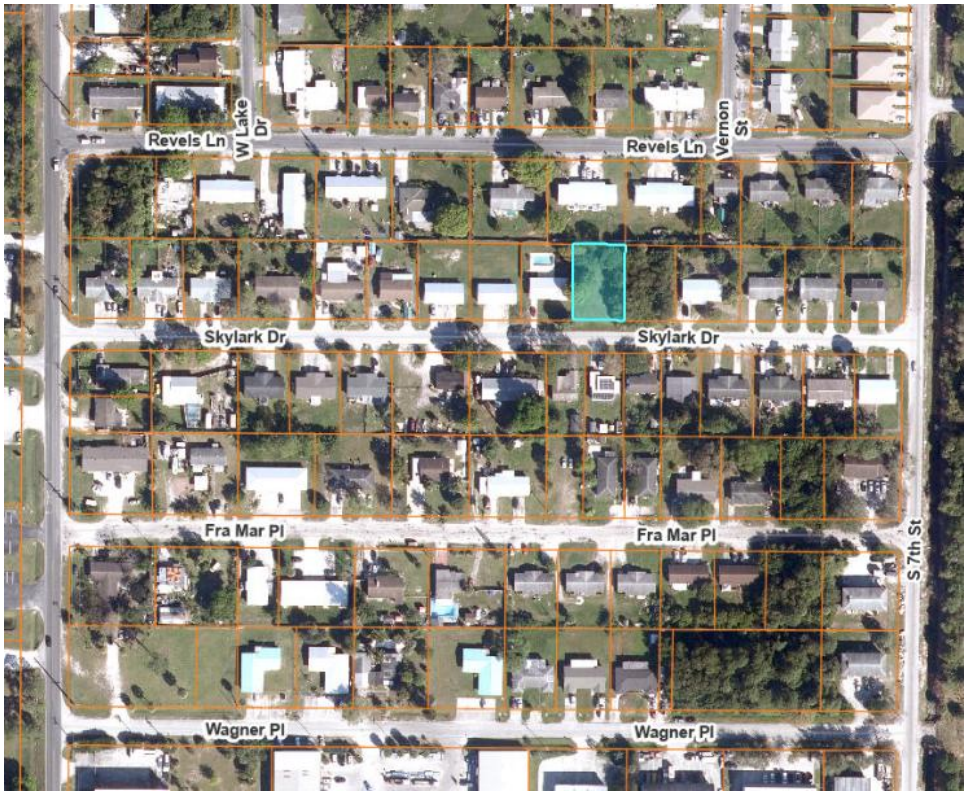
REVIEWER: VENNIS GILMORE, HISTORIC PRESERVATION OFFICER/SENIOR PLANNER

DATE: NOVEMBER 26, 2025

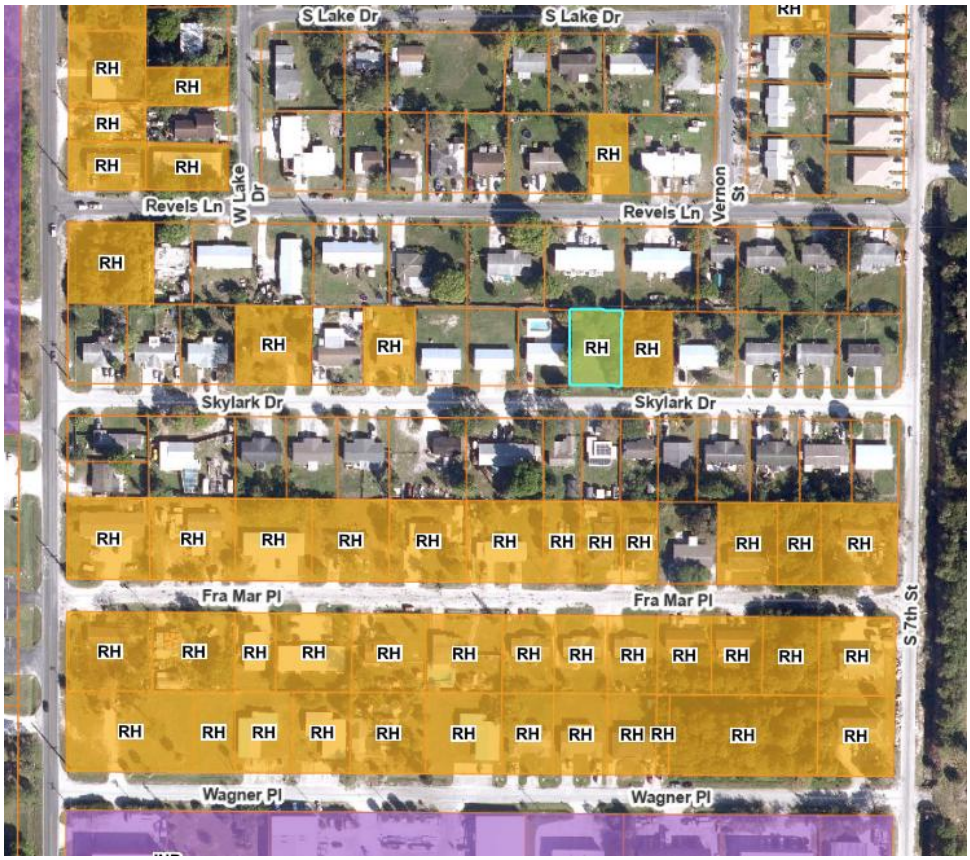
STAFF REPORT

Owner/Applicant:	Bernard Jones, Round Hill Development Group, Inc.
Requested Action:	Review of an application for the annexation of one (1) parcel into the City, with a City Future Land Use of RM, Medium Density Residential, and a City Zoning of R-4, Medium-Density Residential Zone.
Location:	At or near 906 Skylark Drive
Parcel IDs:	2427-702-0115-000-1
Current SLC Zoning:	RM-11, Residential, Multiple-Family – 11/du
Proposed Zoning:	R-4, Medium-Density Residential Zone
Current SLC Future Land Use:	RH, Residential High
Proposed Future Land Use:	RM, Medium-Density Residential

Location Map:



Future Land Use County Map:



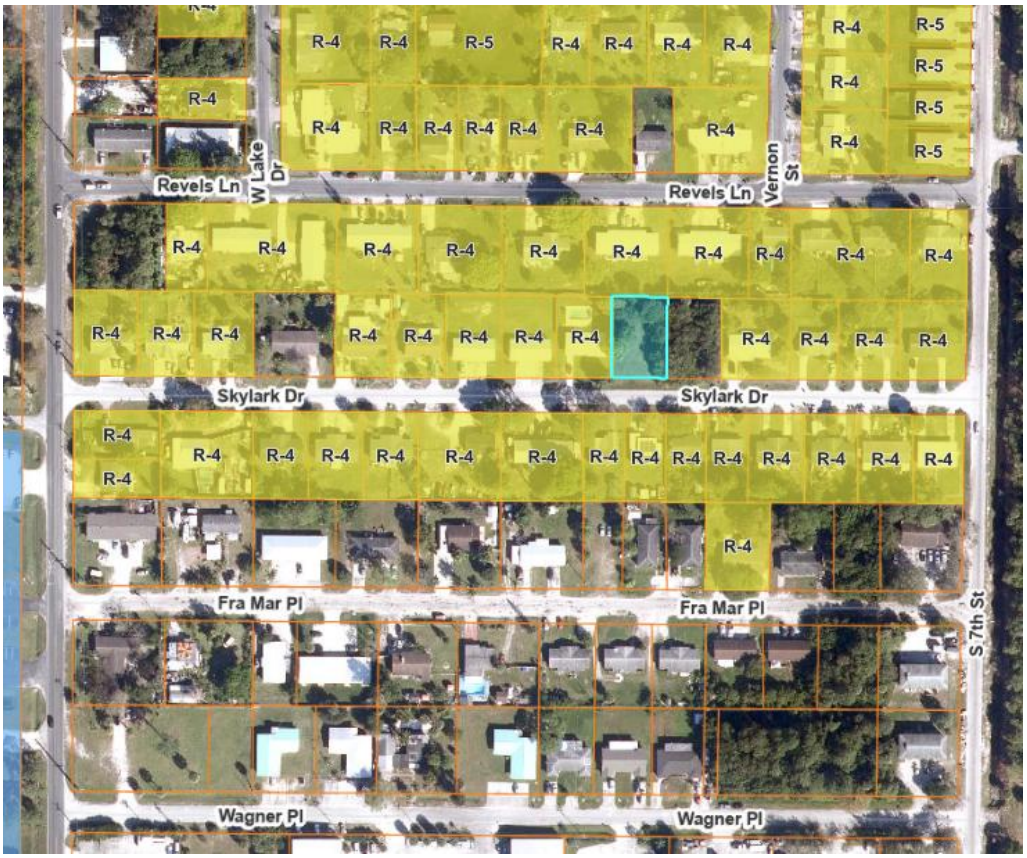
Future Land Use City Map:



County Zoning Map:



City Zoning Map:



Surrounding Zoning:

North	East	South	West
R-4 (FP)	RM-11 (SLC)	R-4 (FP)	R-4 (FP)

Surrounding Future Land Use:

North	East	South	West
RM (FP)	RH (SLC)	RM (FP)	RM (FP)

Site Area: **+/-** 0.23 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for the annexation of (1) parcel into the City, with a City Future Land Use Designation of RM, Medium-Density Residential, and a City Zoning of R-4, Medium-Density Residential Zone.

The subject property has a St. Lucie County Future Land Use Designation of RH, Residential High, and a St. Lucie County Zoning designation of RM-11, Residential, Multiple-Family – 11/du. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use Designation for the parcels is RM, Medium-Density Residential, with a Zoning Classification of R-4, Medium-Density Residential Zone.

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the properties are located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is approximately $45,540. Should the Application for Annexation be approved, and future development of the land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Existing Conditions
Currently, the land is vacant.

Stormwater Retention & Landscaping
Stormwater retention, drainage, and landscaping requirements are to be met when permits are submitted for building on the parcel.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The properties are within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;

2. The ability of the City to provide public services at the City's adopted levels of service;

3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and

4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject property will be designated as a City Future Land Use of Medium-Density Residential. The Medium-Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

The subject property will be classified with a City Zoning of R-4, Medium-Density Residential Zone. This classification is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, townhome dwellings, mobile homes or multifamily housing with three or more dwelling units. Maximum gross densities should generally not exceed ten units per acre for conventional developments and 12 units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service and which have adequate access to arterial or collector streets. Certain nonresidential uses are permitted under the parameters and safeguards set forth in this section.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Annexation with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the annexation.

Planning Board
On October 13th, 2025, the Planning Board voted unanimously to APPROVE the Annexation.

Staff Recommendation:
Staff recommends that the Planning Board recommend approval of the proposed Annexation to the City Commission.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Senior Planner

FROM : Mark Zrallack, P.E., City Engineer

RE : Skylark Drive Duplex – PID No. 2427-702-0115-000-1
TRC Project No. PZANN2025-00005

DATE : September 11, 2025

This is to advise you that we have completed the review of the following documents as received by this office on September 11, 2025:

- ☐ Development Permit Compliance Review
- ☐ Construction Drawings
- ☒ Annexation
- ☐ Test Reports & Related Documents
- ☐ Executed Construction Contract
- ☐ Record Drawings
- ☐ Permits
- ☐ Other

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☐ Variance Approval
- ☒ Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

September 18, 2025

Case #: PZANN2025-00005

Planner: City of Ft. Pierce Planning Department.

Annexation

Skylark Drive (Parcel ID 2427-702-0115-000-1), Ft. Pierce (Skylark Dr Duplex).

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZANN2025-00005
Skylark Dr Duplex - Annexation

W/WW Engineering: Approved as Noted:

1. Water Service is available to the subject property.
Applicant is required to visit 206 South 6th Street (FPUA's Customer Service Building) to set up a utility account and address the required fees. Fess will include (but not limited to) the installation of a residential water service from the existing water main to the subject site. The water meter must be on private property and must be freely accessible from the public right-of-way for maintenance and billing purposes.

1.2. Wastewater service is not currently available to the subject property.

Electric Engineering: This submission is outside of the FPUA electric service area.

Gas: N/A

FPUAnet Fiber: N/A

September 16, 2025

PROJECT: Skylark Drive Duplex

REF: PZANN2025-00005

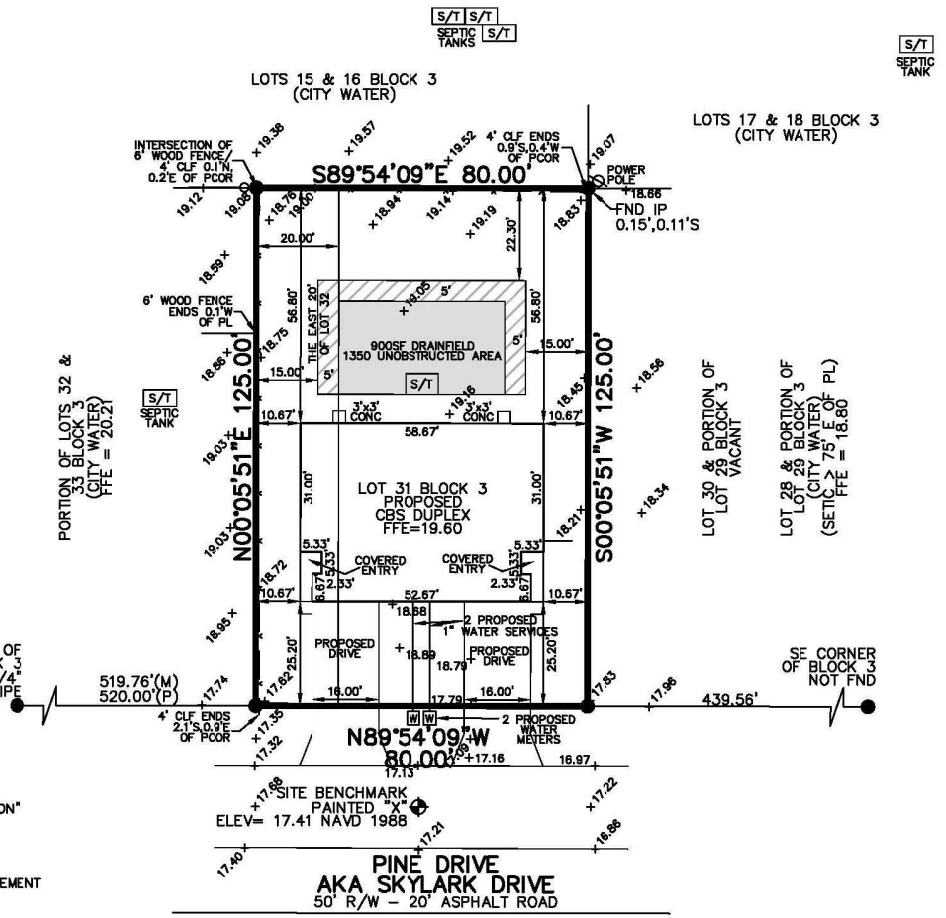
TO: Vennis Gilmore

FROM: Grant Chambers

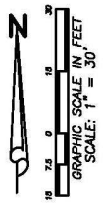
The following comments are offered by SLC PW - Engineering:

1. With this annexation, over 90 percent of frontage along Skylark Drive will fall within the jurisdiction of the City of Fort Pierce. The City should take over ownership and maintenance of the roadway.

Cc: Alicia Rosenthal



906 SKYLARK DRIVE



LEGAL DESCRIPTION:

LOT 31 AND THE EAST 20 FEET OF LOT 32 IN BLOCK 3 OF WAGNER S/D, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 74, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SURVEY NOTES:

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050(11), STANDARDS OF PRACTICE.
2. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
3. UNDERGROUND IMPROVEMENTS, UNDERGROUND ENCROACHMENTS, FOUNDATIONS AND/OR UTILITIES IF EXISTING WERE NOT LOCATED AS A PART OF THIS SURVEY.
4. THIS SITE LIES WITHIN FLOOD ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111C0189 K, EFFECTIVE DATE FEBRUARY 19, 2020.
5. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.
6. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF LOT 31 ASSUMED TO BEAR S00°05'51"W.
7. ALL LOT DIMENSIONS SHOWN ARE PER PLAT UNLESS OTHERWISE NOTED. ALL SURVEY MEASUREMENTS ARE IN FEET.
8. ALL MAPPED FEATURES SHOWN HEREON ARE UNDER THE DIRECT SUPERVISION AND RESPONSIBILITY OF ALEXANDER J. PIAZZA PSM, INC.
9. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
10. ADDITIONS OR DELETIONS TO THE SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LEGEND:

(C) = CALCULATED
(D) = DEED
(M) = MEASURED
(P) = PLATTED
CMP = CORRUGATED METAL PIPE
CNS = COULD NOT SET
CONC = CONCRETE
FFE = FINISHED FLOOR ELEVATION
FND = FOUND
IR = 5/8" IRON REBAR "NO INDENTIFICATION"
IRC = 5/8" IRON REBAR WITH PLASTIC CAP
PCOR = PROPERTY CORNER
PCP = PERMANENT CONTROL POINT
PL = PROPERTY LINE
PUDE = PUBLIC UTILITIES AND DRAINAGE EASEMENT
R/W = RIGHT-OF-WAY
R = RADIUS OF CURVE
L = LENGTH OF CURVE
SF = SQUARE FOOT
Δ = DELTA OF CURVE
● = SET 5/8" IRON REBAR WITH PLASTIC CAP "AJP PSM 6330"

CERTIFIED TO:
BERNARD JONES

TYPE OF SURVEY:	BOUNDARY	PLOT PLAN	U/C TIE IN	FINAL	TOPOGRAPHIC
COMPLETED ON:	11-22-23	12-05-23			

LAST FIELD DATE: 11-21-23

DATE:	REVISIONS:	BY:

ALEXANDER J. PIAZZA PSM, INC.
Surveying • Mapping • Consulting
619 SW Biltmore Street
Port St. Lucie, Florida 34983
Phone: (772) 340-7770
Fax: (772) 340-2250
LB#7280

CAD	K:\BUILDERS\DWG2023\23-1753.DWG				
REF	K:\				
FLD	MS/DG	FB. 000	PG. 00	JOB	23-1753
OFF	LW			DATE	11-22-23
CKD	AJP	SHEET 1	OF 1	DWG	C-2469

Alexander J Piazza

Digitally signed by Alexander J Piazza
DN: c=US, o=Florida, dnQualifier=A01410D00000179D39DE72C00018278, cn=Alexander J Piazza
Date: 2023.12.06 09:51:44 -05'00'

ALEXANDER J. PIAZZA
Professional Surveyor & Mapper
Florida Certificate No.: 6330

K:\BUILDERS\DWG2023\23-1753.dwg, 12/6/2023 9:51:23 AM

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Judy O. Jurcak
Prime Title Services, LLC
1775 S.W. Gatlin Boulevard #105
Port St. Lucie, FL 34953
Our File No.: **23-205**
Property Appraisers Parcel Identification (Folio) Number: **2427-702-0115-000-1**

Florida Documentary Stamps in the amount of **$350.00** have been paid hereon.

Space above this Line for Recording Data

WARRANTY DEED

THIS WARRANTY DEED, made the **16th** day of **October, 2023** by **Stephanie C. Daniel, a married woman, Melanie L. Biles, a married woman, Mark D. Traynor, a married man, Joel R. Traynor, a married man, Brian S. Traynor, a married man and Amy L. Raczkoski a/k/a Amy L. Reeves, a married woman**, whose post office address is 879 NE Whistling Duck Way, Port St. Lucie, FL 34982, herein called the Grantors, to **Commercial Equity LLC a Foreign Limited Liability Company** whose post office address is 12153 Persimmon Blvd, West Palm Beach, FL 33411, hereinafter called the Grantee:
(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in SAINT LUCIE County, State of Florida, viz.:

The East 20 feet of Lot 32 and all of Lot 31, Block 3, Wagner Subdivision, according to the Plat thereof, recorded in Plat Book 9, Page(s) 74, of the Public Records of Saint Lucie County, Florida.

GRANTOR HEREIN EXPRESSLY WARRANTS THIS IS NOT AND HAS NEVER BEEN HOMESTEAD PROPERTY, OR CONTIGUOS THERETO. SUBJECT PROPERTY IS IN FACT VACANT, UNIMPROVED LAND.

Subject to easements, restrictions and reservations of record and taxes for the year 2023 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Melanie L. Biles (Seal)
Melanie L. Biles

Amy L. Raczkoski Amy L. Reeves (Seal)
Amy L. Raczkoski a/k/a Amy L. Reeves

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me this 16th day of October, 2023 by Melanie L. Biles and Amy L. Raczkoski a/k/a Amy L. Reeves who appeared by ☒ physical presence or ☐ online notarization and have produced drivers license as identification and who ☐ did ☒ did not take an oath.

SEAL

ISIS MCCLOYNE
Commission # HH 443589
Expires September 13, 2027

Notary Public

Printed Notary Name

My commission expires:

LTF

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation - Skylark Drive - 906 Skylark Drive

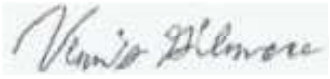
NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: November 30th, 2025 & December 7th, 2025

NOTICE BY MAIL: October 17th, 2025

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** HBP Officer/Senior Planner

SIGNATURE:  **DATE:** November 25th, 2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENNIS GILMORE, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SKYLARK DRIVE ANNEXATION

CAO RLS FILE: RLS 25-343

DATE: NOVEMBER 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to an annexation Ordinance for 906 Skylark Drive. The draft Ordinance is approved as to legal form and correctness.

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

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

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

SCN StLucie-IndianRv-Stuart 11/30/2025, 12/07/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/07/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$846.80	
Tax Amount:	$0.00	
Payment Cost:	$846.80	
Order No:	11871509	# of Copies:
Customer No:	1126026	1
PO #:	25-038 Skylark Drive	

THIS IS NOT AN INVOICE!

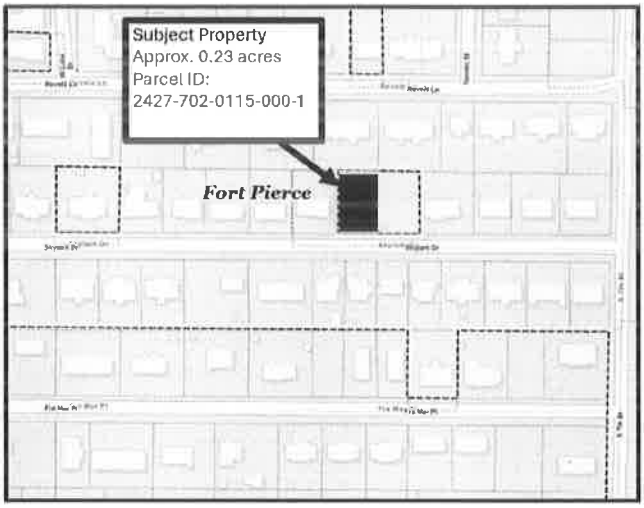
Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF
PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, December 15, 2025 at 5:05 p.m., and Monday, January 5, 2026 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 25-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR 906 SKYLARK DRIVE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION OF MEDIUM DENSITY RESIDENTIAL (R-4); ESTABLISHING THE LAND USE DESIGNATION OF MEDIUM DENSITY RESIDENTIAL (RM); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox, City Clerk
Publish: 11.30.2025 and 12.07.2025

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 01/05/2026

Re: Ordinance 26-001 - Request to Approve to Amend Chapter 8, Article II, Section 8-19 of the Code of Ordinances to Extend the FPRA Sunset Date to Its Original Expiration of December 8, 2042

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

---

SUBJECT:

Legislative Hearing - Ordinance 26-001 - Amending Chapter 8, Article II, Section 8-19 of the Code of Ordinances to Extend the FPRA Sunset Date to Its Original Expiration of December 8, 2042. FIRST READING

SUMMARY:

Ordinance 26-001 proposes extending the existence of the Fort Pierce Redevelopment Agency (FPRA) through 2042. This extension will support ongoing redevelopment initiatives, help achieve the goals outlined in the Redevelopment Plan, address conditions of slum and blight, and promote revitalization within the designated area.

Pursuant to Florida Statute 163.3755, CRAs established before October 1, 2019, are subject to termination by 2039 unless their continuation is approved by the governing body. Ordinance 25-039 serves as the City's formal approval to continue the FPRA beyond that date, in compliance with statutory requirements.

RECOMMENDATION:

Approve Ordinance 26-001

ALTERNATIVES:

Amend or Deny Ordinance 26-001

RESPONSIBLE STAFF:

Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

City Manager
City Attorney
City Clerk

Fiscal Impact

OTHER INFORMATION:

Approval of this ordinance does not create a new financial obligation. Extending the FPRA to its original 2042 sunset date preserves the continuation of tax increment financing (TIF) revenues the agency is already authorized to receive. Without this ordinance, TIF collections would end on September 30, 2039, shortening the revenue horizon by three years and reducing funds available for redevelopment projects and capital improvements.

Attachments

Ordinance 26-001

Business Impact

CAO Memo Final

ORDINANCE NO. 26-001

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 8, ARTICLE II – REDEVELOPMENT AGENCY, SEC. 8-19 – ESTABLISHMENT; PURPOSE, AS FOLLOWS: **AMENDING SECTION 8-19 TO EXTEND THE EXPIRATION DATE OF THE FORT PIERCE REDEVELOPMENT AGENCY (FPRA) TO DECEMBER 8, 2042 AS AUTHORIZED UNDER SECTION 163.3755, FLORIDA STATUTES**; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 8, 1982, the City of Fort Pierce ("City") established the Fort Pierce Redevelopment Agency ("FPRA") with the adoption of Ordinance No. H-239; and

WHEREAS, Section 163.3755, Florida Statutes, provides that a community redevelopment agency in existence on October 1, 2019, shall terminate on the earlier of the expiration date provided in the agency's charter as of that date or September 30, 2039, whichever is earlier, unless the governing body approves its continued existence by a majority vote; and

WHEREAS, the **FPRA Board** extended implementation of the 2020 Fort Pierce Redevelopment Plan through 2042, as adopted by Resolution No. 20-02; and

WHEREAS, the **City**, which is the FPRA's governing body, extended implementation of the 2020 Fort Pierce Redevelopment Plan through 2042, as adopted in Ordinance No. 20-019; and

WHEREAS, the FPRA will terminate on September 30, 2029, before completion of the Fort Pierce Redevelopment Plan unless the agency's expiration date is extended; and

WHEREAS, pursuant to section 163.3755(1), the City may approve by a majority vote to extend the termination date of the FPRA; and

WHEREAS, the City desires to continue the existence of the FPRA until 2042 to further advance the redevelopment efforts, fulfill the goals and objectives outlined in the Redevelopment Plan, eliminate conditions of slum and blight, and promote revitalization within the designated redevelopment area.

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

SECTION 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

SECTION 2. Chapter 8 – Community Development, Article II – Redevelopment Agency, Sec. 8-19 – Establishment; purpose is hereby amended as follows:

> **Sec. 8-19. – Establishment; purpose**. The city redevelopment agency is hereby established for the purpose of carrying out redevelopment activities for the area defined as slum and blighted in Resolution No. 82-25 and described as appendix A, and in any additional area as subsequently defined and approved by the city. The FPRA shall terminate on the expiration date of December 8, 2042, as authorized under Section 163.3755, Florida Statutes.

SECTION 3. Conflict. All ordinances or parts of ordinances in conflict herewith shall be repealed and shall be of no further force or effect whatsoever.

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

SECTION 5. Effective Date. This ordinance shall take effect immediately upon final passage and shall remain in force unless and until amended or repealed by a subsequent ordinance adopted by the City Commission.

SECTION 6. Codification. The provisions of this Ordinance shall be made a part of the Code of Ordinances of the City of Fort Pierce, Florida. The section of this Ordinance may be renumbered or re-lettered to accomplish such intentions; the word "ordinance" may be changed to "section" or other appropriate word as may be necessary.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-0XX was duly advertised by title only in the St. Lucie News Tribune on _____, 2025; copy of said Ordinance was made available at the Office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____, 2025; and was duly introduced, read by title only, and passed on second and final reading on _____, 2025, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____ 2025.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

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

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

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

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

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

4. Any additional information the Commission may find useful.

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

This does not apply to the following types of ordinances:

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

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: REVIEW OF DRAFT ORDINANCE TO AMEND CHAPTER 8, ARTICLE II, SECTION 8-19 OF THE CODE OF ORDINANCES TO EXTEND THE FPRA SUNSET DATE TO ITS ORIGINAL EXPIRATION OF DECEMBER 8, 2042

CAO RLS#: 25-385

DATE: DECEMBER 2, 2025

I have reviewed the above Request for Legal Services (RLS) related to the draft Ordinance to extend the FPRA expiration date pursuant to Florida Statute 163.3755(1). Please note the following comments:

1. A red-lined version of the Ordinance contains minor edits as well as the same additional language added to the draft Resolution to further support extension of the FPRA to 2042.
2. A clean version of the Ordinance has been uploaded to the RLS which the Department can use as a template for future agenda items.
3. Reminder: The statute further provides that (F.S. 163.3755(2), if the Commission does not approve extending the expiration date **by a majority vote** *and* FPRA has outstanding bonds as of October 1, 2019, that do not mature until after September 30, 2039, then the FPRA will remain in existence until the bonds mature. If this applies, then FPRA cannot extend the maturity date of any outstanding bonds, and the Commission must issue a new finding of necessity limited to timely meeting the bond obligations.
4. Based on the comments above, **the Ordinance is approved as to form and correctness**.

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

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 01/05/2026

Re: Mayor Pro Tem

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Selection of Mayor Pro Tem pursuant to Section 23 of the City Charter which requires the City Commission to select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

SUMMARY:

The individual elected shall act as mayor-commissioner and have all of the powers and duties of that office during the absence or disability of the said mayor-commissioner.

The following have served as Mayor Pro Tem:

2025 Commissioner C. Johnson, Seat 3
2024 Commissioner Broderick, Seat 4
2023 Commissioner Gaines, Seat 5
2022 Commissioner J. Johnson, Seat 2

RECOMMENDATION:

Using the traditional rotation, Seat 2, would be the next in line to serve as Mayor Pro Tem; however, since that seat is vacant, I recommend that we move to the next seat in the rotation which would be Commissioner Arnold Gaines, Seat 5.

ALTERNATIVES:

Select another Commissioner.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

City Commission Regular Meeting - 5:05 PM **13. B.**

Meeting Date: 01/05/2026

Re: Resolution No. 26-R01Housing Authority Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution No. 26-R01 reappointing Brandon Nobile to the Fort Pierce Housing Authority.

SUMMARY:

Brandon Nobile is seeking reappointment.

RECOMMENDATION:

Adopt the resolution.

ALTERNATIVES:

Seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Hudson

Attachments

Resolution

RESOLUTION NO. 26-R01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S REAPPOINTMENT OF **BRANDON NOBILE AS A COMMISSIONER OF THE HOUSING AUTHORITY** OF THE CITY OF FORT PIERCE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, in regular session assembled, pursuant to the provisions of Chapter 421, "Housing Authority Law", Florida Statutes, that the Mayor's reappointment of Brandon Nobile as Commissioner of the Housing Authority of the City of Fort Pierce, Florida, be and the same is hereby approved; said terms to commence upon adoption of this resolution, and to expire on January 5, 2030, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 5th day of January 2026.

_____
LINDA HUDSON, MAYOR

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

City Commission Regular Meeting - 5:05 PM **13. C.**

Meeting Date: 01/05/2026

Re: Resolution 26-R02 Parks Advisory Committee Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution No. 26-R02 appointing Betty Lesane to the Fort Pierce Parks Advisory Committee as Commissioner Gaines' appointee.

SUMMARY:

Patty Recono resigned as Commissioner Gaines' appointee, thus creating a vacancy.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Arnold Gaines

Attachments

Resolution

Application

RESOLUTION NO. 26-R02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKS ADVISORY COMMITTEE;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Parks Advisory Committee, which was established via Resolution No. 19-R37; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Name	Appointed by:	Term Expires
Betty Lesane	Commissioner Gaines	12/7/2026

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of January 2026.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #24505

Date Submitted: 12/12/2025

Name of Board or Boards for which you are applying:*

Park Advisory Committee

Name:*

Betty Lesane

Home Address:*

2907 Ave M

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

50 years

Telephone Number*

7723598836

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Behavior Interventionist Classroom Monitor

Employer:*

Saint Lucie County School Board

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ]

Yes

☑

No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

☐

Yes

☑

No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

☐

Yes

☑

No

Architecture:*

☐

Yes

☑

No

Real Estate Brokering:*

☐

Yes

☑

Finanace/Accounting:

☐

Yes

☑

No

No

No

No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have lived in Fort Pierce my entire life and have been part of the same community as well. My job is not limited to just monitoring the students during school. I also communicate with the parents as well, which they are part of the community....even though it's educational purposes, I think it contributes to the cause. I am willing to dedicate my time, knowledge, and effort to help as much as possible to improve our community.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

☐ Yes

☑ No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

☑ Yes

☐ No

Referred by:*

Commissioner Arnold Gaines

Applicant Email Address:*

bettyboo_129@yahoo.com

Date:*

12/12/25

Applicant's Signature:*

Betty Lesane

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 01/05/2026

Re:

SUBJECT:

Reports
