

**November 3, 2020
Regular Meeting
12:00 Noon**



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
David Ashbrook, Commissioner, Group II
Brett Lowry, Commissioner, Group III
Scott Hoffman, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

Regular Public Meeting

12:00 Noon

Tuesday October 3, 2020

Call to Order

Consent Agenda

Minutes

- Regular Meeting 10/20/20

Pages 1-4

City Attorney

- Gulf Coast Workforce Development Board Lease
- Commissioner Fee to Run for Office/ Length of Terms

Pages 5-8

Old Business

- Coronavirus (COVID-19) Update
 - Resolution 2020-02 - State of Emergency, Currently Still in Place
- Plat Amendment- Summer Pines
- Cross Connection Plan Amendment

Pages 9-15

Pages 16-47

New Business

-
- 1st Street SCOP Grant Agreement
- CDBG-DR Workshop- 11/10 at 12:00 Noon
- RFP 2020-18 Cape San Blas Keepers Quarters Repair “Eglin”
- Building Code- Comm. Langston

Pages 48-68

Public Works

- Update

Surface Water Plant

- Update

Wastewater Plant

- Update

Finance Director

- FEMA Update
- Liability Ins. Policy- Pioneer Bay LLC- Request for Payment

Pages 69-75

City Engineer

- NRDA Stormwater Grant
 - Task Order and Request to Bid
- Walking Path FDOT Grant- Update
- CDBG Grant- Update
- Garrison Ave. SCOP Grant- Update
- First Street Lift Station and Long Ave.- Update
- Commercial District- Water/Sewer Grant Application

Pages 76-77

- **City Pier- Update**

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Christmas on the Coast-Update**

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, October 20, 2020, at Noon.**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, and Langston. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present. Commissioner Lowry was absent.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of October 6, 2020. All in favor; Motion carried 4-0.

City Attorney –

Resolution 2020-07 Garrison Avenue Phase II SCOP Grant

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to adopt Resolution 2020-07. All in favor; Motion carried 4-0. Attorney McCahill read Resolution 2020-07 by Title only.

Tennis Court Lease

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve the Tennis Court Lease as revised by the Gulf County School Board. The length of the Lease was reduced from 20 years to 10 years.

Gulf Coast Workforce Development Lease

After discussion, this was Tabled for more information.

Old Business –

Coronavirus (COVID-19) Update – Resolution 2020-02 – State of Emergency Still in Place

Mr. Anderson encouraged everyone to be safe, practice social distancing, and work to keep the numbers down.

CDBG -DR Grants

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to use insurance proceeds to cover the cost of a Task Order in the amount of \$41,000 to The Ferguson Group for an Emergency Facility to house the Fire and Police Departments, and to cover Sewer System repairs. All in favor; Motion carried 4-0.

New Business –

Plat Approval – Barefoot Cottages Phase II, Parcel # 04559-065R

Jack Husband, representing Charles Haskett, shared this Development was previously approved, approximately 75% of it has been completed, and the original Development Order is in place. The request for today is for the Phase II Plat which is 4.29 acres, will contain 48 units, a pool and Mr. Husband noted there is no deviation from the previous plan. Mr. Husband stated that he would be working on the As Builts for the stormwater. A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to approve the Phase II Plot for Barefoot Cottages. All in favor; Motion carried 4-0.

Cheryl Steindorf shared her concerns about a single entrance / exit and Mr. Husband noted that was the original design, the area is surrounded by wetlands, there is nothing that can be changed at this time.

FAMU/NPSJ EDA Recovery Project – Professor Chin

Professor Chin reviewed the North Port St. Joe Recovery Project with a goal of implementing the multiple objectives identified in the community plans developed by the NPSJ PAC, and identifying funds to pay for the NPSJ PAC plan. There are four parts to the plan which include Infrastructure Improvement, Affordable Housing, Workforce Development, and Economic Development.

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to provide a letter of support for the project and provide a Point of Contact for the project. Grants will be written by FAMU and there will be no expense to the City. All in favor; Motion carried 4-0.

League of Cities Conference – Commissioner Ashbrook

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, for Commissioner Ashbrook to attend the Conference to be held on November 11th and 12th. All in favor; Motion carried 4-0.

Public Works – John Grantland

916 20th Street Drainage –

Commissioner Hoffman noted that the issue needed to be resolved and wanted to see the City do what they could to correct the issue.

Steve Goff and Lance Watson each voiced their concerns about the issue.

After a lengthy discussion, consensus was Mr. Grantland should meet with the County to see what their plan is and work from there.

Request to Purchase 3 Trucks on State Contract

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to purchase three trucks on state contract. All in favor; Motion carried 4-0.

Mr. Grantland noted that the stormwater project in the alley between 6th and 7th Streets is moving along well.

Surface Water Plant – Larry McClamma

Mr. McClamma shared that Cameron Harmon had passed his state Class C Surface Water Operator's test. As of October 13, 2020, all Surface Water Treatment Plant Operators are state certified and this is a first for the City.

Wastewater Plant – Kevin Pettis

Employees are working two shifts while the plant is pushing water out. There is currently 2' 4" of free board in the lagoon and when it reaches 3' they will return to the pipe project.

Finance Director – Mike Lacour

FEMA Update

Mr. Lacour did not have any updates from FEMA. The \$272,000 has been released, but has not been received yet.

SRF Application Update

The application for the Long Avenue Project has been submitted.

Mr. Lacour noted that the new Fiscal Year is moving along well.

City Engineer – Josh Baxley

NRDA Stormwater Grant Update

The conference call with the agencies was completed on October 7, 2020, and the next steps will be to discuss options for moving forward. There was not a favorable response from the agency to replace the ditch pipe between Eighth and Tenth Streets.

Christy McElroy expressed her thoughts on this, noted there had been good suggestions given for the project, and would like to see another Workshop to improve the bay and flooding issues.

Stormwater Master Plan

Mr. Baxley anticipates the Master Map will be completed by October 23, 2020, and the draft report should be ready for review by the Commission at the November 17th meeting.

Walking Path FDOT Grant Update

Mr. Baxley is currently waiting on the DOS Letter and a signed easement from Duke Energy.

CDBG Sewer Improvements Grant Update

Tentative construction start date is November 1, 2020, with Dewberry doing the CEI for the project.

Garrison Avenue SCOP Grant Update

Project completion is expected within the next two weeks.

First Street Lift Station and Long Avenue Update

The project is ready to proceed with the development of bid documentation.

Commercial District – Water / Sewer TRIUMP Grant Application

Dewberry is working to complete a cost estimate for the CIPP lining of the entire downtown system.

City Pier

The project is in progress.

FRDAP

The applications have been submitted.

NRCS

Mr. Baxley is working with NRCS to develop the appropriate bid documentation.

CDBG-DR

Dewberry is working on a cost estimate and will be working with the grant administrator to complete the application process by November 30, 2020.

Code Enforcement –

Mr. Anderson shared the structure at 242 Avenue B will be coming down on Thursday, and there will be a hearing next week on five additional properties that are out of compliance.

Police Department –

There was no update from the Police Department. Mr. Anderson shared that the Police Department has moved into the renovated building and all seems to be going well.

City Clerk – Charlotte Pierce

Ghosts on the Coast Update

Clerk Pierce noted everything is moving forward and appears to be on schedule for October 31, 2020.

Citizens to be Heard –

Christy McElroy noted her concerns about the Southern Advocacy Group, LLC, and that they had been reinstated on September 29, 2020.

She shared her emails with Jorge Gonzalez of the St. Joe Company concerning using the Field of Dreams Property for housing.

Chester Davis offered suggestions for use of the Washington Gym and noted that what Professor Chin shared is the fruit of what the PAC has been working on for a number of years.

Letha Mathews reminded everyone that Early Voting starts Saturday.

Cheryl Stiendorf noted the work being done by Pioneer Bay, stated they had received \$31,000 from the Jessie Ball duPont Fund for food to help 80 seniors in the community.

Discussion Items by Commissioners –

Commissioner Ashbrook stated he will continue to work to bring Work Force Housing to our town.

Commissioner Langston noted the need for a light at the Gateway Entrance so students that reside there can see to board the school bus. He noted BCC is again falling down on their debris pickup, and is concerned that the lights at the Washington Gym Pavilion are being left on when people leave the site. Commissioner Langston also asked about qualifying by petition rather than paying a qualifying fee.

Commissioner Hoffman did not have any updates for the Commission.

Mayor Buzzett did not have any additional issues to discuss with the Commission.

Motion to Adjourn –

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:50 P.M.

Approved this _____ day of _____ 2020.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS 15th day of August 2020, by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, *Lessor*, and Gulf Coast Workforce Development Board, Inc., doing business as Career Source Gulf Coast, hereinafter called *Lessee*,

WITNESS ETH:

That subject to the terms and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby rents from the Lessor, the following described premises in the City of Port St. Joe, Florida, being more particularly described as follows: 414 Kenney Street, Port St. Joe, FL 32456.

TERMS

For consideration, the value and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. The term of this Lease shall be the 15th day of May, 2021 to the 15th day of August, 2021 for the Gym and August 15, 2021 through May 15, 2021 for the 2 storage rooms. Upon complying with the terms, agreements and covenants thereof, Lessee shall have peaceable possession of the leased premises.
2. The Leased premises includes the entirety of the Washington Gym, and surrounding grounds from the 15th day of May to the 15th day of August, and two storage rooms from August 15, 2020 to May 15, 2021.
3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises during the lease period of May 15, 2021 to August 15, 2021 and will further pay the first \$75.00 rental payment for the use of the two "Storage Rooms" beginning August 15, 2020 through May 15, 2021. Neither of the storage areas are heated and cooled nor accessed on a regular basis and therefore there are no utility or other costs associated with the lease of these areas.
4. The Lessee will provide staff to open the gym and oversee recreational time for community members to use the gym to play basketball for up to 20 hours per week, on 3-4 days per week in the months outside of the weeks that the gym is utilized for Summer Program as a service to the community and will not be responsible for utility or other costs to use the gym for this purpose.
5. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damage to the premises caused by wind, flood, or other acts of God.
6. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, at its own expense and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear excepted. Alterations and improvements to the leased premises require Lessor's

written consent and shall become the property of Lessor unless otherwise agreed in writing. All

minor repairs of less than \$250 shall be the responsibility of the Lessee. All major repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.

7. Should the Lessor during the Lease Term allow the use of the kitchen or Storage Room, where equipment belonging to the Lessee resides, for any special event the Lessor will be responsible for any damage or loss of said equipment/inventory. The equipment and inventory will be inspected by a representative of the Lessee and Lessor prior to any said special event to assess the state of said equipment and to verify inventory count of chairs/tables and other items belonging to the Lessee.
8. Lessor may, at any reasonable time during the term of this Lease, inspect said leased premises.
9. Should the premises be substantially damaged or destroyed during the term of this Lease, either party may terminate the Lease.
10. Any notices of communications from Lessee to Lessor under this agreement shall be in writing sent to Lessor by United States Mail, postage prepaid, addressed to Lessor, or delivered to Lessor, City of Port St. Joe, Florida, at P.O. Box 278,305 Cecil G. Costin, Sr., Blvd., Port St. Joe, Florida 32457.

All notices or communications from Lessor to Lessee under this Lease shall be in writing and shall be sent to Lessee by United States Mail, postage prepaid, addressed to Lessee at 5230 W. U.S. Highway 98, Panama City, Florida 32401; or delivered to Lessee at 414 Kenney Street, Port St. Joe, Florida 32456.

Any address hereinabove provided for may be changed from time to time by either party hereto by written notice similarly given.

10. Lessee shall not assign or sublet the premises, or allow any other person or entity to operate a business, sell merchandise or services, or conduct any commercial activity from the premises without the consent of the City.
11. Either party may cancel this agreement at any time for any reason.
12. Fixtures and appliances installed by the Lessee shall remain the property of the Lessee and the premises shall be restored to its original condition upon their removal unless otherwise agreed upon.
13. No security deposit shall be required by Lessor.
14. INDEMNIFICATION: Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability, and expense in connection with the loss of life, bodily or personal

injury or property damage arising from or out of any occurrence in, upon or at, or from the leased premises, or the occupancy or use by Lessee of said leased premises or any part thereof, or occasioned wholly or in part by any act of omission of Lessee its agents, contractors, employees, servants, invitees, licenses, or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises, other than equipment or inventory specifically listed in item 6.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in triplicate, on the date hereinabove mentioned.

Signed, sealed and delivered

In presence of:

LESSOR:

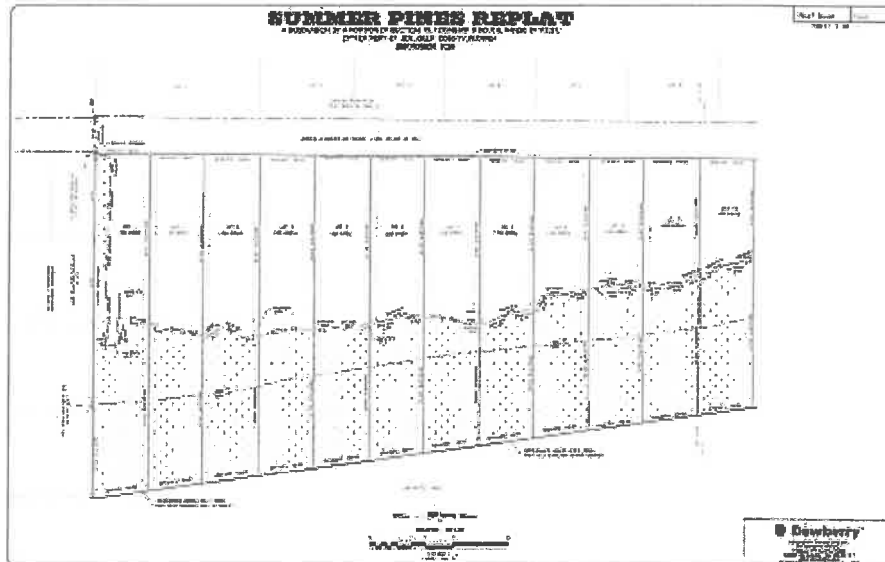
	<u>CITY OF PORT ST. JOE</u>
	<u>Rex Buzzett, Mayor</u>
<u>Printed Name of Witness</u>	Attest: <u>Charlotte M. Pierce, City Clerk</u>
	LESSOR
	<u>CAREERSOURCE GULF COAST</u>
	<u>Kimberly L. Bodine, Executive Director</u>
<u>Printed Name of Witness</u>	
<u>Printed Name of Witness</u>	

PUBLIC NOTICE

A Public Hearing will be held at the Regular City Commission Meeting on **Tuesday, November 3rd, 2020, at 12:00 P.M. EST** at the Ward Ridge Building, 2775 Garrison Ave., Port St. Joe, FL 32456 to discuss and act on the following:

**PLAT AMENDMENT OF SUMMER PINES
SECTION 19, TOWNSHIP 8 SOUTH, R 10 WEST
21 Lots within Myers Park**

**Reducing the Minimum Side Setback Requirement
from 15' to 10'**



Interested persons may attend and be heard at the public hearings or provide comments in writing to the Planning and Development Review Board, City of Port St. Joe City Hall, 305 Cecil G. Costin, Sr. Blvd., Port St. Joe, Florida 32456. Transactions of the public hearings will not be recorded. Persons wishing to appeal any decision made during the hearings will need a record of the proceeding and should ensure a verbatim record is made, including the testimony on which the appeal is based.

In accordance with the Americans with Disabilities Act, persons wishing to attend needing assistance and special accommodations to participate in these proceedings should contact Charlotte Pierce, City Clerk, at City Hall, (850)229-8261.

NF-11107444

**CITY OF PORT ST. JOE PLANNING DEPARTMENT
DEVELOPMENT ORDER APPLICATION PACKET**

INCOMPLETE SUBMITTALS WILL NOT BE REVIEWED

(The Building Department requires separate forms and fees to obtain building permits.)

NOTE: THE ADDRESS OF THE PROPERTY MUST BE POSTED PRIOR TO SUBMITTAL.

1. ☒ Two complete sets of plans, drawn to scale.
Including: A site plan with square feet of living, total square feet, impervious surface, and setbacks.
** Setbacks are measured from the closest overhang to property line**

A site plan showing any protected trees which will be removed from the property.
(Protected trees are any trees other than pine larger than 8" in diameter measure 54" from the base of the tree.)

2. ☒ Development Order Packet *21 Lot subdivision under Myers Park PUD*
3. _____ New Address application
4. _____ Complete City water meter impact form
5. _____ Complete Driveway permit application

(Please refer to City of Port St. Joe's Land Development Regulations)

DESCRIPTION

Project Address Parcel ID # 03072-002R

Lot Square Footage: _____ Dwelling Square Footage: _____

Driveway Square Footage: _____ Accessory Building Square Footage: _____

Pool Square Footage: _____ Patio/Deck Square Footage: _____

Setbacks: Front: _____ Left Side: _____

Rear: _____ Right Side: _____

Floor Area Ratio: _____ Lot Coverage: _____

Building Height in Feet: _____ Impervious Surface: _____

Landscape Buffers: (height x width) _____ Elevation: _____

HIGH AND TIGHT TOO LLC.

Ralph Rish
Applicant Name

1887 SR 30A
Applicant Address

Port St. Joe, FL 32456
Phone Number

850-227-5137

RR I
Applicant Signature

7-1-20
Date

State of Florida

Department of State

I certify from the records of this office that HIGH AND TIGHT TOO LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on June 15, 2020, effective June 11, 2020.

The document number of this company is L20000164888.

I further certify that said company has paid all fees due this office through December 31, 2020, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 200620090845-800345992688#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twentieth day of June, 2020



A handwritten signature in black ink, appearing to read 'Laurel M. Lee'.

Laurel M. Lee
Secretary of State

**EIN Assistant**

Your Progress:

1. Identity

2. Authenticate

3. Addresses

4. Details

5. EIN Confirmation**Congratulations! The EIN has been successfully assigned.**EIN Assigned: **85-1581370**Legal Name: **HIGH AND TIGHT TOO LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)**Help Topics**

? Can the EIN be used before the confirmation letter is received?

KNOW ALL PERSONS BY THESE PRESENTS THAT HIGH AND TIGHT TOO LLC, THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON, PLATTED AS "SUMMER PINES REPLAT" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 10 WEST, GULF COUNTY, FLORIDA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4 INCH SQUARE CONCRETE MONUMENT (ST. JOE PAPER COMPANY), MARKING THE CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 8 SOUTH- WEST, GULF COUNTY, FLORIDA. SAID POINT ALSO BEING THE NORTHWEST CORNER OF JONESVILLE SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 57, OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE PROCEED SOUTH 89 DEGREES 42 MINUTES 26 SECONDS EAST, ON THE NORTH LINE OF SAID JONESVILLE SUBDIVISION, FOR A DISTANCE OF 621.52 FEET TO THE INTERSECTION OF SAID LINE WITH THE WEST RIGHT OF WAY LINE OF JONES HOMELAND (66' RIGHT OF WAY); THENCE PROCEED NORTH 89 DEGREES 55 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 66.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID JONES HOMESTEAD ROAD TO THE POINT BEGINNING; THENCE LEAVING SAID NORTH LINE PROCEED NORTH 00 DEGREES 29 MINUTES 42 SECONDS EAST, SAID EAST RIGHT OF WAY LINE, FOR A DISTANCE OF 2,100.04 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, PROCEED SOUTH 89 DEGREES 52 MINUTES 05 SECONDS EAST, FOR A DISTANCE OF 322.34 FEET TO THE APPROXIMATE CENTER OF DEPOT CREEK; THENCE PROCEED SOUTH 07 DEGREES 54 MINUTES 06 SECONDS EAST, ALONG SAID APPROXIMATE CENTER OF CREEK, FOR A DISTANCE OF 2,120.81 FEET TO THE NORTH BOUNDARY OF SAID JONESVILLE SUBDIVISION; THENCE NORTH 89 DEGREES 52 MINUTES 05 SECONDS WEST, ALONG BOUNDARY LINE, FOR A DISTANCE OF 632.04 FEET TO THE POINT OF BEGINNING.

HIGH AND TIGHT TOO LLC

8

RALPH P. RISH
IT'S MANAGING MEMBER

WITNESS

STATE OF FLORIDA / COUNTY OF GULF

BEFORE ME THE UNDERSIGNED AUTHORITY, BY PHYSICAL PRESENCE RALPH P. RISH, PERSONALLY KNOWN TO ME OR WHO PRESENTED A VALID DRIVERS LICENSE AS IDENTIFICATION. AND WHO ACKNOWLEDGED EXECUTION OF THIS DEDICATION OF THIS

LOT 1

No.

N0°29'42"E 100.00'

N0°29'42"E 100.00'

— POINT OF BEGINNING

N87°16'37"E
52.19'

S86°23'59"E 88.

N89°55'44"E

66.00²

60.16'

2.75'

3.09'

PORTION OF LOT 37
O.R. BOOK 446, PAGE 1

LOT 6

MATCH LINE

SEE SHEET 2

N0°29'42"E 100.00'

N0°29'42"E 100.00'

N89°52'05"W 216.56'

N89°52'05"W 178.79'

LOT 11
1.095 ACRES±

LOT 12
1.061 ACRES±

RESOLUTION 2020-08

A RESOLUTION OF THE CITY OF PORT ST. JOE AMENDING THE CROSS-CONNECTION CONTROL PROGRAM

WHEREAS, a community water system is responsible for supplying its customers with water that meets Federal and State drinking water standards;

WHEREAS, a community water system is responsible for the protection of its water distribution system from contamination or pollution due to backflow of contaminants or pollutants through water service connections; and

WHEREAS, Rule 62-555-.360, Florida Administrative Code, required that each community water system shall establish and implement a cross-connection control program utilizing backflow protection at or for service connections in order to protect the community water system from contamination caused by cross-connections on customer's premises.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. JOE:

Component II in the Cross-Connection Control Program Plan for the City of Port St. Joe, dated March 7, 2017, shall establish where backflow protection at or for service connections is mandatory.

Component III in the Cross-Connection Control Program Plan for the City of Port St. Joe, dated March 7, 2017, shall establish requirements regarding ownership, installation, inspection/testing, and maintenance of mandatory backflow protection at or for service connections is hereby amended.

Upon the effective date of this resolution, all prior and conflicting resolutions or parts of resolutions, establishing a cross-connection control program, or parts of a cross-connection control program, shall be repealed, rescinded, superseded, and replaced by this resolution.

This resolution shall become effective November 3, 2020.

PASSED AND ADOPTED by the City of Port St. Joe on the 3rd day of November, 2020.

CITY OF PORT ST JOE

Charlotte M. Pierce, City Clerk

Rex Buzzett, Mayor

FRWA

Example Cross-Connection Control Program Plan and Resolution for a Small Community Water System

Contents

This document contains an example written cross-connection control (CCC) program plan and an example resolution for a small community water system (CWS). The resolution establishes the authority of a CWS to adopt and implement a CCC program.

How to Use This Document

The example written CCC program plan and resolution in this document have been designed for use by CWSs where the majority of the service connections are residences or premises owned or occupied by private or public entities separate from the CWS.

The example written CCC program plan in this document has been arranged and formatted for ease of review by the Florida Department of Environmental Protection (FDEP), or the approved county health department, when it evaluates the plan with respect to Rule 62-555.360, Florida Administrative Code. It is recommended that CWSs follow the format (i.e., use the example written CCC program plan as a template) whenever possible. *However, CWSs are not required to use the example written CCC program plan.* Some CWSs may have a particular approach or institutional requirements that may dictate a different format or wording in their written CCC program plan.

It is recommended that CWSs consult with legal counsel when using the example written CCC plan and resolution.

Instructions

To use the example written CCC program plan, CWSs are encouraged to:

1. Download the example plan file (in Microsoft Word format) from the Florida Rural Water Association (FRWA) website or obtain it from the FRWA electronically; www.FRWA.net or email FRWA@FRWA.Net
2. Retain the basic formatting and text of the example plan and fill in the blanks indicated by yellow highlighting to “customize” the example plan; and
3. Include or delete alternative language indicated by yellow highlighting in the example plan to reflect system-specific decisions.

Cross-Connection Control Program Plan for the City of Port St. Joe

March 7, 2017

Requirement for Program Plan

The City of Port St. Joe, PWS - 1230545, hereinafter referred to as the “community water system (CWS),” has the responsibility to protect itself from contamination caused by cross-connections on customers’ premises. A cross-connection is defined in Rule 62-550.200, Florida Administrative Code (F.A.C.), as follows:

“CROSS-CONNECTION” means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste, or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices, and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross-connections.

Pursuant to Rule 62-555.360, F.A.C., the CWS is required to establish and implement a cross-connection control (CCC) program utilizing backflow protection at or for service connections from the CWS. The CCC program must include a written plan that contains, as a minimum, the following components:

- I. Legal authority for the CWS’s CCC program.
- II. The CWS’s policy establishing where backflow protection at or for service connections from the CWS is mandatory.
- III. The CWS’s policy regarding ownership, installation, inspection/testing, and maintenance of backflow protection that the CWS is requiring at or for service connections from the CWS.
- IV. The CWS’s procedures for evaluating customers’ premises to establish the category of customer and the backflow protection being required at or for the service connection(s) from the CWS to the customer.
- V. The CWS’s procedures for maintaining CCC program records.

Note: Throughout this CCC program plan, the term “customer” is used. Customer, as used herein, means the property owner and/or occupant of the premises served by the CWS (i.e., whoever interfaces with the CWS regarding water service). Also, unless otherwise defined, all CCC-related terms used in this CCC program plan have the same definitions as those contained in Rules 62-550.200 and 62-555.360, F.A.C.

Program Plan Components

Rule 62-555.360, F.A.C., requires that written CCC program plans include certain minimum components. The minimum components are listed in Table 62-555.360-1 in Rule 62-555.360. This section includes the required minimum components. Components are numbered the same as they appear in Table 62-555.360-1.

Component I: *Legal authority for the CWS's CCC program (i.e., an ordinance, a bylaw or resolution, or water service rules and regulations).*

The CWS has adopted Resolution No. 2017-03, which is included in Appendix A. The resolution authorizes the CWS to establish and implement a CCC program and references the following CWS policies:

- The CWS's policy establishing where backflow protection at or for service connections from the CWS is mandatory.
- The CWS's policy regarding ownership, installation, inspection/testing, and maintenance of backflow protection that the CWS is requiring at or for service connections from the CWS.

Component II: *The CWS's policy establishing where backflow protection at or for service connections from the CWS is mandatory.*

This policy applies to all new or existing customers.

The following minimum backflow protection shall be provided at or for service connections from the CWS to the following categories of customers:

Category of Customer	Minimum Backflow Protection ¹ to Be Provided at or for the Service Connection from the CWS to the Customer
Beverage processing plant, including any brewery	DC if the plant presents a low hazard ² ; or RP if the plant presents a high hazard ²
Cannery, packing house, rendering plant, or any facility where fruit, vegetable, or animal matter is processed, excluding any premises where there is only a restaurant or food service facility	RP
Car wash	RP
Chemical plant or facility using water in the manufacturing, processing, compounding, or treatment of chemicals, including any facility where a chemical that does not meet the requirements in paragraph 62-555.320(3)(a), F.A.C., is used as an additive to the water	RP
Dairy, creamery, ice cream plant, cold-storage plant, or ice manufacturing plant	RP ³
Dye plant	RP
Film laboratory or processing facility or film manufacturing plant, excluding any small, noncommercial darkroom facility	RP

Category of Customer	Minimum Backflow Protection ¹ to Be Provided at or for the Service Connection from the CWS to the Customer
Hospital; medical research center; sanitarium; autopsy facility; medical, dental, or veterinary clinic where surgery is performed; or plasma center	RP
Laboratory, excluding any laboratory at an elementary, middle, or high school	RP
Laundry (commercial), excluding any self-service laundry or Laundromat	RP
Marine repair facility, marine cargo handling facility, or boat moorage	RP
Metal manufacturing, cleaning, processing, or fabricating facility using water in any of its operations or processes, including any aircraft or automotive manufacturing plant	DC if the facility presents a low hazard ² ; or RP if the facility presents a high hazard ²
Mortuary	RP
Premises where oil or gas is produced, developed, processed, blended, stored, refined, or transmitted in a pipeline or where oil or gas tanks are repaired or tested, excluding any premises where there is only a fuel dispensing facility	RP
Premises where there is an auxiliary or reclaimed water system ^{4,5}	A. At or for a residential service connection ⁶ : DuC ⁷ B. At or for a non-residential service connection ⁶ : DC if the auxiliary or reclaimed water system presents a low hazard ^{8,9} ; or RP if the auxiliary or reclaimed water system presents a high hazard ^{8,9}
Premises where there is a cooling tower	RP
Premises where there is an irrigation system that is using potable water and that ... I. Is connected directly to the CWS's distribution system via a dedicated irrigation service connection II. Is connected internally to the customer's plumbing system	I. At or for a residential or non-residential dedicated irrigation service connection ⁶ : PVB if backpressure cannot develop in the downstream piping ¹⁰ ; or RP if backpressure could develop in the downstream piping ¹⁰ II. None ¹¹

Category of Customer	Minimum Backflow Protection ¹ to Be Provided at or for the Service Connection from the CWS to the Customer
<p>Premises where there is a wet-pipe sprinkler, or wet standpipe, fire protection system that is using potable water and that...</p> <p>I. Is connected directly to the CWS's distribution system via a dedicated fire service connection¹²</p> <p>II. Is connected internally to the customer's plumbing system</p>	<p>I.A. At or for a residential dedicated fire service connection⁶: DuC if the fire protection system contains no chemical additives and is not connected to an auxiliary water system⁴; or RP/RPDA if the fire protection system contains chemical additives or is connected to an auxiliary water system^{4,13}</p> <p>I.B. At or for a non-residential dedicated fire service connection⁶: DC/DCDA if the fire protection system contains no chemical additives and is not connected to an auxiliary water system⁴; or RP/RPDA if the fire protection system contains chemical additives or is connected to an auxiliary water system^{4,13}</p> <p>II. None¹¹</p>
Radioactive material processing or handling facility or nuclear reactor	RP
Paper products plant using a wet process	RP
Plating facility, including any aircraft or automotive manufacturing plant	RP
Restricted-access facility	RP
Steam boiler plant	RP
Tall building – i.e., a building with five or more floors at or above ground level	DC if the customer has no potable water distribution lines connected to the suction side of a booster pump; or RP if the customer has one or more potable water distribution lines connected to the suction side of a booster pump
Wastewater treatment plant or wastewater pumping station	RP
Customer supplied with potable water via a temporary or permanent service connection from a CWS fire hydrant	Varies ¹⁴

¹ Means of backflow protection, listed in an increasing level of protection, include the following: a dual check device (DuC); a double check valve assembly (DC) or double check detector assembly (DCDA); a pressure vacuum breaker assembly (PVB); a reduced-pressure principle assembly (RP) or reduced-pressure principle detector assembly (RPDA); and an air gap. A PVB may not be used if backpressure could develop in the downstream piping.

² The CWS shall determine the degree of hazard. "Low hazard" or "non-health hazard" and "high hazard" or "health hazard" are defined in American Water Works Association Manual of Water Supply Practices—M14, Third Edition, *Recommended Practice for Backflow Prevention and Cross-Connection Control* as follows:

- “Non-health hazard (low hazard)” means a cross-connection or potential cross-connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable if introduced into the potable water supply.
- “Health hazard (high hazard)” a cross-connection or potential cross-connection involving any substance that could, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

³ A DC may be provided if it was installed before 5-5-14; and if such a DC is replaced on or after 5-5-14, it may be replaced with another DC.

⁴ For the purpose of this table, “auxiliary water system” means a pressurized system of piping and appurtenances using auxiliary water, which is water other than the potable water being supplied by the CWS and which includes water from any natural source such as a well, pond, lake, spring, stream, river, etc., includes reclaimed water, and includes other used water or industrial fluids described in American Water Works Association Manual of Water Supply Practices—M14, Third Edition, *Recommended Practice for Backflow Prevention and Cross-Connection Control*; however, “auxiliary water system” specifically excludes any water recirculation or treatment system for a swimming pool, hot tub, or spa. (Note that reclaimed water is a specific type of auxiliary water and a reclaimed water system is a specific type of auxiliary water system.)

⁵ The Department of Environmental Protection shall allow an exception to the requirement for backflow protection at or for a residential or non-residential service connection from a CWS to premises where there is an auxiliary or reclaimed water system if all of the following conditions are met:

- The CWS is distributing water only to land owned by the owner of the CWS.
- The owner of the CWS is also the owner of the entire auxiliary or reclaimed water system up to the points of auxiliary or reclaimed water use.
- The CWS conducts at least biennial inspections of the CWS and the entire auxiliary or reclaimed water system to detect and eliminate any cross-connections between the two systems.

⁶ For the purpose of this table, “residential service connection” means any service connection, including any dedicated irrigation or fire service connection, that is two inches or less in diameter and that supplies water to a building, or premises, containing only dwelling units; and “non-residential service connection” means any other service connection.

⁷ A DuC may be provided only if there is no known cross-connection between the plumbing system and the auxiliary or reclaimed water system on the customer’s premises. Upon discovery of any cross-connection between the plumbing system and any reclaimed water system on the customer’s premises, the CWS shall ensure that the cross-connection is eliminated. Upon discovery of any cross-connection between the plumbing system and any auxiliary water system other than a reclaimed water system on the customer’s premises, the CWS shall ensure that the cross-connection is eliminated or shall ensure that the backflow protection provided at or for the service connection is equal to that required at or for a non-residential service connection.

⁸ A reclaimed water system using reclaimed water regulated under Part III of Chapter 62-610, F.A.C., is a low hazard unless the reclaimed water is stored with surface water in a pond that is part of a stormwater management system, in which case the system is a high hazard; an auxiliary water system using well water is a low hazard unless determined otherwise by the CWS; an auxiliary water system using industrial fluids or used water other than reclaimed water is a high hazard unless determined otherwise by the CWS; an auxiliary or reclaimed water system using reclaimed water not regulated under Part III of Chapter 62-610, F.A.C., or surface water is a high hazard.

⁹ Upon discovery of any cross-connection between the plumbing system and any reclaimed water system on the customer’s premises, the CWS shall ensure that the cross-connection is eliminated.

¹⁰ A DC may be provided if both of the following conditions are met:

- The dedicated irrigation service connection initially was constructed before 5-5-14.
- No chemicals are fed into the irrigation system.

¹¹ The CWS may rely on the internal backflow protection required under the *Florida Building Code* or the

predecessor State plumbing code. The CWS may, but is not required to, ensure that such internal backflow protection is inspected/tested and maintained the same as backflow protection provided at or for service connections from the CWS.

¹² The Department of Environmental Protection shall allow an exception to the requirement for backflow protection at or for a residential or non-residential dedicated fire service connection from a CWS to a wet-pipe sprinkler, or wet standpipe, fire protection system if both of the following conditions are met:

- The fire protection system was installed and last altered before 5-5-14.
- The fire protection system contains no chemical additives and is not connected to an auxiliary water system as defined in Footnote 4.

¹³ Upon discovery of any cross-connection between the fire protection system and any reclaimed water system on the customer's premises, the CWS shall ensure that the cross-connection is eliminated.

¹⁴ The CWS shall ensure that backflow protection commensurate with the degree of hazard is provided at or for the service connection from its fire hydrant.

Component III: *The CWS's policy regarding ownership, installation, inspection/testing, and maintenance of backflow protection that the CWS is requiring at or for service connections from the CWS.*

- A. Except for dual check devices (DuCs), the customer shall own, and shall be responsible for installation, inspection/testing, and maintenance of, any backflow protection required at or for a service connection from the CWS. The CWS shall own, and shall be responsible for installation and maintenance of, any DuC required at a service connection from the CWS; however, the customer shall be responsible for installation and maintenance of the thermal expansion control that is necessary, and required under the *Florida Building Code*, where a DuC is installed at a service connection to a customer using storage water heating equipment. At least 60 days before the CWS installs a DuC at the service connection to a customer, the CWS will notify the customer in writing and advise the customer to install thermal expansion control if the customer's plumbing system includes storage water heating equipment but does not include thermal expansion control. There shall be a \$50.00 fee for the CWS to install the DuC to an existing residence that has an auxiliary water supply on premise and requires such backflow device to be installed. **Should a customer not install or fail to test the backflow device as required after the notification period, the City shall have the "Work" performed and bill the customer for the actual cost to have said services performed.**

The following table shows the schedule that the CWS will follow for installation of backflow protection required at or for service connections.

Type of Service Connection	Schedule
New service connection to a customer in a category listed in Component II.	Before water service is initiated.
Existing—i.e., previously constructed—service connection to a premises where there is a reclaimed water system.	Before reclaimed water service is initiated.

Type of Service Connection	Schedule
Existing—i.e., previously constructed—service connection where the CWS will install a dual check device (DuC).	At least 60 days after the customer receives written notification from the CWS advising the customer to install thermal expansion control if the customer's plumbing system includes storage water heating equipment but does not include thermal expansion control. (A notice/letter is included in Appendix C.) If the service connection is to a premises where there is an auxiliary water system, the CWS shall deliver the aforementioned written notification within 30 days after the CWS discovers the auxiliary water system and shall install the DuC 30 days after the customer receives the aforementioned written notification.
Existing—i.e., previously constructed—service connection to a customer in any category listed in Component II except premises where there is a reclaimed water system or service connections where the CWS will install a DuC.	Within 60 days after the CWS notifies the customer in writing to install backflow protection at or for the service connection. (A notice/letter is included in Appendix C.)

B. All new backflow protection required at or for service connections from the CWS shall conform to, or comply with, the following standards:

- New dual check devices (DuCs) shall conform to the latest edition of American Society of Sanitary Engineering (ASSE) Standard 1024 or Canadian Standards Association (CSA) Standard B64.6 or B64.6.1.
- New double check valve assemblies shall conform to the latest edition of ASSE Standard 1015, American Water Works Association (AWWA) Standard C510, or CSA Standard B64.5.
- New double check detector assemblies shall conform to the latest edition of ASSE Standard 1048.
- New pressure vacuum breaker assemblies shall conform to the latest edition of ASSE Standard 1020 or CSA Standard B64.1.2.
- New reduced-pressure principle assemblies shall conform to the latest edition of ASSE Standard 1013, AWWA Standard C511, or CSA Standard B64.4.
- New reduced-pressure principle detector assemblies shall conform to the latest edition of ASSE Standard 1047.
- New air gaps shall comply with the latest edition of American Society of Mechanical Engineers Standard A112.1.2.

Additionally, all new customer-owned backflow preventers required at or for dedicated fire service connections from the CWS shall be listed by a nationally recognized testing laboratory, such as Underwriters Laboratories, Inc., or Factory Mutual, Inc., pursuant to Chapter 633, Florida Statutes.

New DuCs required at or for service connections from the CWS will be installed immediately downstream of the water meter and in the meter box by the CWS. All other backflow protection required at or for service connections from the CWS shall be installed downstream from, and within five feet after, the CWS's water meter box or the customer's property line unless a deviation is approved by the CWS. The CWS will consider, and may approve, on a case-by-case basis deviations requested and justified in writing; but in no case shall there be any outlet, tee, tap, or connection of any type to or from the water piping between the water meter, or property line, and the required backflow protection.

All new backflow protection required at or for service connections from the CWS shall be installed in accordance with the manufacturer's instructions and the installation criteria in American Water Works Association Manual of Water Supply Practices—M14, Third Edition, *Recommended Practice for Backflow Prevention and Cross-Connection Control*. Installation criteria in the third edition of M14 are reproduced in Appendix B. Additionally, all new customer-owned backflow preventers required at or for dedicated fire service connections from the CWS shall be installed in accordance with applicable National Fire Protection Association standards adopted in Chapter 69A-3, Florida Administrative Code, and all other new customer-owned backflow protection required at or for service connections from the CWS shall be installed in accordance with the latest edition of the *Florida Building Code*.

- C. All air gaps (AGs) required at or for service connections from the CWS shall be inspected at least annually. Persons inspecting AGs required at or for service connections from the CWS shall be a certified or registered plumbing contractor or shall be a backflow preventer tester holding a current certification from one of the following organizations or schools:
- The American Backflow Prevention Association;
 - The American Society of Sanitary Engineering;
 - The American Water Works Association;
 - The Florida Water and Pollution Control Operators Association;
 - The University of Florida Center for Training, Research, and Education for Environmental Occupations; or
 - Any other organization or school approved in writing by the CWS.
- D. All backflow preventer assemblies (i.e., double check valve assemblies and double check detector assemblies; pressure vacuum breaker assemblies; and reduced-pressure principle assemblies and reduced-pressure principle detector assemblies) required at or for non-residential service connections from the CWS shall be tested after installation or repair and at least annually thereafter and shall be repaired if they fail to meet performance standards. All backflow preventer assemblies required at or for residential service connections from the CWS shall be tested after installation or repair per the manufacturer's recommendation thereafter and shall be repaired or replaced if they fail to meet performance standards. Residential service connections are service connections, including dedicated irrigation or fire service connections, that are two inches or less in diameter and that supply water to a building, or premises, containing only dwelling units; all other service connections are non-residential service connections.

Persons testing backflow preventer assemblies required at or for dedicated fire service connections from the CWS shall be a certified Fire Protection System Contractor I or II pursuant to Chapter 633, Florida Statutes. Persons testing backflow preventer assemblies required at or for all other service connections from the CWS shall be a certified or registered plumbing contractor or shall be a backflow preventer tester holding a current certification from one of the following organizations or schools:

- The American Backflow Prevention Association;
- The American Society of Sanitary Engineering;
- The American Water Works Association;
- The Florida Water and Pollution Control Operators Association;
- The University of Florida Center for Training, Research, and Education for Environmental Occupations; or
- Any other organization or school approved in writing by the CWS.

Backflow preventer assemblies required at or for service connections from the CWS shall be tested using the procedures in one of the following standards or manuals:

- The latest edition of American Society of Sanitary Engineering Standards 5013, 5015, 5020, 5047, and 5048;
- The latest edition of Canadian Standards Association Standard B64.10.1;
- The latest edition of *Backflow Prevention: Theory & Practice* by the University of Florida Center for Training, Research, and Education for Environmental Occupations;
- The latest edition of the *Manual of Cross-Connection Control* by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research Center; or
- Any other standard or manual approved in writing by the CWS.

Testing equipment used to test backflow preventer assemblies required at or for service connections from the CWS shall be verified/calibrated at least annually in accordance with the equipment manufacturer's recommendations.

- E. All dual check devices (DuCs) required at service connections from the CWS shall be refurbished or replaced at least once every 5 to 10 years by the CWS or at a lesser frequency if the CWS determines and documents that the lesser frequency is appropriate based on data from spot-testing DuCs at service connections or based on data from backflow sensing meters at service connections.

Component IV: *The CWS's procedures for evaluating customers' premises to establish the category of customer and the backflow protection being required at or for the service connection(s) from the CWS to the customer.*

- A. The CWS will evaluate the customer's premises at a newly constructed service connection before the CWS begins supplying water to the service connection.

- B. The CWS will evaluate the customer's premises at an existing—i.e., previously constructed—service connection whenever any of the following events occur:
- Whenever the customer connects to a reclaimed water distribution system. The CWS will coordinate with the reclaimed water supplier to ensure that reclaimed water service is not turned on until appropriate backflow protection is provided at the potable water service connection.
 - Whenever an auxiliary water system is discovered on the customer's premises.
 - Whenever a prohibited or inappropriately protected cross-connection is discovered on the customer's premises.
 - Whenever the customer's premises is altered under a building permit in a manner that could change the backflow protection required at or for a service connection to the customer. The CWS will coordinate with the local building department so the CWS will know when building permits are being applied for or issued.
- C. To evaluate the customer's premises at a service connection from the CWS, the CWS will use "a water use questionnaire" and, if necessary, will also review construction plans or conduct an on-site inspection. ("Water use questionnaire" forms are included in Appendix C.)

Component V: *The CWS's procedures for maintaining CCC program records.*

- A. The CWS will maintain, in either electronic or paper format, a current inventory of all backflow protection required at or for service connections from the CWS. The inventory will include the following for each service connection where backflow protection is required:
- The service connection number or other identification number used by the CWS;
 - The service connection address;
 - The service connection category (i.e., non-residential or residential) and subcategory (standard, dedicated irrigation, or dedicated fire);
 - The location of the backflow protection at/for the service connection;
 - The type of hazard isolated (i.e., the category of customer);
 - The date when backflow protection was initially installed at or for the service connection;
 - The type of current backflow protection (i.e., air gap, reduced-pressure principle assembly, reduced-pressure principle detector assembly, pressure vacuum breaker assembly, double check valve assembly, double check detector assembly, or dual check device [DuC]);
 - If the type of current backflow protection is a backflow preventer assembly, the size, manufacturer, model, serial number, and date installed; and
 - If the type of backflow protection is a DuC, the size, manufacturer, model, date installed, and if any DuC is refurbished (instead of replaced), the date refurbished.
- B. The CWS will maintain, in either electronic or paper format, records of the installation, inspection/testing, and repair of all backflow protection required at or for service connections from the CWS.

The inventory described in Component V.A. will include the date when backflow protection was initially installed at or for any service connection where backflow protection is required.

Also, the inventory described in Component V.A. will include the date when any current backflow preventer assembly or any current dual check device (DuC) was installed.

Furthermore, if any DuC is refurbished (instead of replaced), the inventory described in Component V.A. will include the date the DuC was refurbished.

Records of the inspection of air gaps (AGs) required at or for service connections from the CWS will be maintained by keeping either an electronic or paper copy of AG inspection reports. (An AG inspection report form is included in Appendix C.) Records of the testing and repair of backflow preventer assemblies required at or for service connections from the CWS will be maintained by keeping either an electronic or paper copy of backflow preventer assembly testing and repair reports. (A backflow preventer assembly testing and repair report form is included in Appendix C.) All AG inspection reports and all backflow preventer assembly testing and repair reports will be kept for not less than 10 years.

- C. The CWS will prepare and submit CCC program annual reports. The first annual report will cover calendar year 2016, and subsequent annual reports will cover each calendar year thereafter. Each annual report will be prepared using the latest version of Form 62-555.900 (13), Cross-Connection Control Program Annual Report. Each annual report will be submitted to the appropriate Department of Environmental Protection district office or Approved County Health Department within three months after the end of the calendar year covered by the report.

Program Administration Documents

Appendix C contains forms and notices/letters used to administer the CCC program.

The CWS will notify in writing each customer who owns an air gap (AG) or backflow preventer assembly required at or for a service connection and will request that the customer have the AG inspected or backflow preventer assembly tested. Notices/letters will be delivered at least 30 days before the due date of the inspection or test. Notices/letters will specify that the inspection or test report must be returned to the CWS within 60 days after the date of the notice/letter. The CWS will notify in writing each customer who owns required service-connection backflow protection that needs to be repaired as indicated by CWS inspection or testing.

Appendix A

RESOLUTION NO. 2017-03

A RESOLUTION OF THE CITY OF PORT ST. JOE ESTABLISHING A CROSS-CONNECTION
CONTROL PROGRAM

WHEREAS, a community water system is responsible for supplying its customers with water that meets federal and State drinking water standards;

WHEREAS, a community water system is responsible for the protection of its water distribution system from contamination or pollution due to backflow of contaminants or pollutants through water service connections; and

WHEREAS, Rule 62-555.360, Florida Administrative Code, requires that each community water system shall establish and implement a cross-connection control program utilizing backflow protection at or for service connections in order to protect the community water system from contamination caused by cross-connections on customer's premises.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. JOE:

Component II in the Cross-Connection Control Program Plan for the City of Port St. Joe, dated March 7, 2017, shall establish where backflow protection at or for service connections is mandatory.

Component III in the Cross-Connection Control Program Plan for the City of Port St. Joe, dated March 7, 2017, shall establish requirements regarding ownership, installation, inspection/testing, and maintenance of mandatory backflow protection at or for service connections.

Upon the effective date of this resolution, all prior and conflicting resolutions, or parts of resolutions, establishing a cross-connection control program, or parts of a cross-connection control program, shall be repealed, rescinded, superseded, and replaced by this resolution.

This resolution shall become effective March 7, 2017.

PASSED AND ADOPTED by the City of Port St. Joe on the 7th day of March, 2017.

CITY OF PORT ST. JOE

Charlotte Pierce, City Clerk

James "Bo" Patterson, Mayor

Appendix B

Installation Criteria for a Dual Check Device (DuC)

- A DuC must be installed in the orientation as it was approved by the testing agency.
- A DuC must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can happen from creation of a closed system also must be evaluated because excessive pressure can damage the device or other plumbing components.
- A DuC should be sized hydraulically, taking into account both volume requirements and pressure loss through the device.
- A pipeline should be thoroughly flushed before a DuC is installed to ensure that no dirt or debris is delivered into the device because dirt or debris might adversely affect the DuC's working abilities.
- A DuC shall be installed where it can be inspected or replaced as necessary.

Installation Criteria for a Double Check Valve Assembly (DC) or Double Check Detector Assembly (DCDA)

- A DC or DCDA must be installed in the orientation as it was approved by the testing agency with no field modifications allowed.
- A DC or DCDA must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can happen from the creation of a closed system also must be evaluated to prevent damage to the assembly or other plumbing-system components.
- A DC or DCDA shall be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
- A DC or DCDA should not be installed in a pit or below grade when possible. If the DC or DCDA must be installed in a vault, adequate space for testing and maintenance must be provided. If the DC or DCDA must be installed below grade, the test cocks shall be sealed or plugged so water or debris cannot collect in the test cock.
- A pipeline should be thoroughly flushed before a DC or DCDA is installed to ensure that no dirt or debris is delivered to the assembly because dirt or debris might adversely affect the assembly's working abilities.
- A DC or DCDA shall be installed a minimum of 12 inches above the surrounding grade and floodplain. The installation shall not be installed where platforms, ladders, or lifts are required for access. If an assembly must be installed higher than 5 feet above grade, a permanent platform shall be installed around the assembly to provide access for workers.
- A DC or DCDA shall be installed where it can be easily field-tested and repaired as necessary. The assembly shall have adequate clearance around it to facilitate testing, disassembly, and assembly of the DC or DCDA.
- If a DC or DCDA must be subjected to environmental conditions that could freeze or heat the assembly beyond working temperatures, some means of protection should be installed to provide the correct temperature environment in and around the assembly.

Installation Criteria for a Pressure Vacuum Breaker Assembly (PVB)

- A PVB must be installed in the orientation as it was approved by the testing agency.
- A PVB must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can happen from the creation of a closed system also must be evaluated because a PVB cannot be exposed to backpressure.
- A PVB shall not be installed where it is subjected to backpressure.
- A PVB should be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
- A pipeline should be thoroughly flushed before a PVB is installed to ensure that no dirt or debris is delivered into the assembly because dirt or debris might affect the PVB's working abilities.
- A PVB must not be installed in a pit or below grade where the air inlet could become submerged in water or where fumes could be present at the air inlet because this installation might allow water or fumes to enter the assembly.
- A PVB shall be installed a minimum of 12 inches above the highest point of use and any downstream piping supplied from the assembly. The installation should not be installed where platforms, ladders, or lifts are required for access. If an assembly must be installed higher than 5 feet above grade, a permanent platform should be installed around the assembly to provide access for workers.
- A PVB shall be installed where it can be easily field-tested and repaired as necessary. The assembly shall have adequate clearance around it to facilitate disassembly, repairs, testing, and other maintenance.
- A PVB may periodically discharge water from the air inlet. The effect of this discharge on the area around the assembly must be evaluated.
- If a PVB must be subjected to environmental conditions that could freeze or heat the assembly beyond its working temperatures, some means of protection should be installed to provide the correct temperature environment in and around the assembly.

Installation Criteria for a Reduced-Pressure Principle Assembly (RP) or Reduced-Pressure Principle Detector Assembly (RPDA)

- An RP or RPDA must be installed in the orientation as it was approved by the testing agency.
- An RP or RPDA must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can occur because of the creation of a closed system also must be evaluated because excessive backpressure can damage the assembly or other plumbing components.
- An RP or RPDA should be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
- A pipeline should be thoroughly flushed before an RP or RPDA is installed to ensure that no dirt or debris is delivered into the assembly because dirt or debris might adversely affect the assembly's working abilities.
- An RP or RPDA must not be installed in a pit or below grade where the relief valve could become submerged in water or where fumes could be present at the relief-valve discharge because this installation might allow water or fumes to enter the assembly.
- An RP or RPDA shall be installed a minimum of 12 inches above the relief-valve discharge-port opening and the surrounding grade and floodplain. The installation should not be installed where platforms, ladders, or lifts are required for access. If an assembly is installed higher than 5 feet above grade, a permanent platform should be installed around the assembly to provide access for workers.
- An RP or RPDA shall be installed where it can be easily tested and repaired as necessary. The assembly shall have adequate clearance around it to facilitate disassembly, repairs, testing, and other maintenance.
- An RP or RPDA might periodically discharge water from the relief valve. The effect of this discharge from the relief valve around the assembly must be evaluated. If the RP or RPDA discharge is piped to a drain, an air-gap separation must be installed between the relief-valve discharge opening and the drain line leading to the drain.
- If an RP or RPDA must be subjected to environmental conditions that could freeze or heat the assembly beyond its working temperatures, some means of protection should be installed to provide the correct temperature environment in and around the assembly.

Air Gap Description

- An air gap is a piping arrangement that provides an unobstructed vertical distance through free atmosphere between the lowest point of a water supply outlet and the overflow rim of an open, nonpressurized receiving vessel into which the outlet discharges.
- These vertical separations must be at least twice the effective opening (inside diameter) of the water supply outlet but never less than 1 inch.
- In locations where the outlet discharges within three times the inside diameter of the pipe from a single wall or other obstruction, the air gap must be increased to three times the effective opening but never less than 1.5 inches.
- In locations where the outlet discharges within four times the inside diameter of the pipe from two intersecting walls, the air gap must be increased to four times the effective opening but never less than 2 inches.
- Air gaps should not be approved for locations where there is potential for the atmosphere around the air gap to be contaminated nor should the inlet pipe be in contact with a contaminated surface or material.

Appendix C

“Water Use Questionnaire” for Non-Residential Service Connections

Public Water System (PWS) No. 1230545 PWS Name City of Port St. Joe

Customer's Name/Address: _____

Customer's Phone No: _____

Service Connection Number(s): _____

Service Connection Address: _____

Description of Customer's Business or Premises at Service Connection Address: _____

Is your business or premises in one or more of the following categories (check all that apply)?

Beverage processing plant, including any brewery	
Cannery, packing house, rendering plant, or any facility where fruit, vegetable, or animal matter is processed, excluding any premises where there is only a restaurant or food service facility	
Chemical plant or facility using water in the manufacturing, processing, compounding, or treatment of chemicals, including any facility where a chemical that does not meet the requirements in Rule 62-555.320(3)(a), F.A.C., is used as an additive to the water	
Dairy, creamery, ice cream plant, cold-storage plant, or ice manufacturing plant	
Dye plant	
Film laboratory or processing facility or film manufacturing plant, excluding any small, noncommercial darkroom facility	
Hospital; medical research facility; sanitarium; autopsy facility; medical, dental, or veterinary clinic where surgery is performed; or plasma center	
Laboratory, excluding any laboratory at an elementary, middle, or high school	
Laundry (commercial), excluding any self-service laundry or Laundromat	
Marine repair facility, marine cargo handling facility, or boat moorage	
Metal manufacturing, cleaning, processing, or fabricating facility using water in any of its operations or processes, including any aircraft or automotive manufacturing plant	
Mortuary	
Premises where oil or gas is produced, developed, processed, blended, stored, refined, or transmitted in a pipeline or where oil or gas tanks are repaired or tested, excluding any premises where there is only a fuel dispensing facility	
Premises where there is an auxiliary or reclaimed water system	
Premises where there is a cooling tower	
Premises where there is an irrigation system that is using potable water and that is connected directly to the PWS's distribution system via a dedicated irrigation service connection	
Premises where there is a wet-pipe sprinkler, or wet standpipe, fire protection system that is using potable water and that is connected directly to the PWS's distribution system via a dedicated fire service connection	
Radioactive material processing or handling facility or nuclear reactor	
Paper products plant using a wet process	
Plating facility, including any aircraft or automotive manufacturing plant	
Restricted-access facility	
Steam boiler plant	
Tall building—i.e., a building with five or more floors at or above ground level	
Wastewater treatment plant or wastewater pumping station	

Customer Representative's Signature: _____ Date: _____

Customer Representative's Printed Name: _____

“Water Use Questionnaire” for Residential Service Connections

Public Water System No. 1230545

Public Water System Name City of Port St. Joe

Customer's Name/Address: _____

Customer's Phone No: _____

Service Connection Number(s): _____

Service Connection Address: _____

Does your premises have one or more of the following (check all that apply)?

An auxiliary or reclaimed water system*	
An irrigation system that is using potable water and that is connected directly to the PWS's distribution system via a separate, dedicated irrigation service connection	
A wet-pipe sprinkler, or wet standpipe, fire protection system that is using potable water and that is connected directly to the PWS's distribution system via a separate, dedicated fire service connection	

* “Auxiliary water system” means a pressurized system of piping and appurtenances using auxiliary water, which is water other than the potable water being supplied by the public water system and which includes water from any natural source such as a well, pond, lake, spring, stream, river, etc., and includes reclaimed water; however, “auxiliary water system” specifically excludes any water recirculation or treatment system for a swimming pool, hot tub, or spa. (Note that reclaimed water is a specific type of auxiliary water and a reclaimed water system is a specific type of auxiliary water system.)

Customer's Signature: _____ Date: _____

Customer's Printed Name: _____

Air Gap Inspection Report

Public Water System (PWS) No.: 1230545

PWS Name: City of Port St. Joe

Customer's Name/Address: _____

Service Connection No.: _____

Service Connection Address: _____

Service Connection Category: non-residential ☐ residential ☐

Service Connection Subcategory: standard ☐ irrigation ☐ fire ☐

Location of Air Gap at/for Service Connection: _____

Comments:

I certify that the air gap at/for the above identified service connection complies with the requirements of the above identified PWS and has not been bypassed or otherwise been made ineffective.

Inspector's Signature: _____ Date: _____

Inspector's Printed Name: _____

Inspector's Qualification:* _____

- * The inspector's plumbing contractor certification or registration number or the inspector's backflow preventer tester certification organization and number.

Backflow Preventer Assembly (BPA) Testing and Repair Report

Public Water System (PWS): No. **1230545** Name: **City of Port St. Joe**
 Customer Name/Address: _____
 Service Connection (SC): No.: _____ Address: _____
 SC: Category: non-residential ☐ residential ☐ Subcategory: standard ☐ irrigation ☐ fire ☐
 Location of BPA at/for SC: _____
 BPA: Type: DC ☐ DCDA ☐ PVB ☐ RP ☐ RPDA ☐ Size: _____
 BPA: Manufacturer: _____ Model: _____ Serial No. _____
 Detector Assembly Water Meter Reading: Before Test: _____ After Test: _____

Reduced-Pressure Principle Assembly				
Double Check Valve Assembly				
	Check Valve #1	Check Valve #2	Relief Valve	PVB
Initial Test	Closed Tight <input type="checkbox"/> _____ PSID	Closed Tight <input type="checkbox"/> _____ PSID	Opened at _____ PSID	Air Inlet: Opened at _____ PSID Did Not Open <input type="checkbox"/>
Pass <input type="checkbox"/> Fail <input type="checkbox"/>	Leaked <input type="checkbox"/>	Leaked <input type="checkbox"/>	Did Not Open <input type="checkbox"/>	Check Valve: Held at _____ PSID Leaked <input type="checkbox"/>
Repair	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following: _____	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following: _____	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following: _____	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following: _____
Final Test	Closed Tight <input type="checkbox"/> _____ PSID	Closed Tight <input type="checkbox"/> _____ PSID	Opened at _____ PSID	Air Inlet: Opened at _____ PSID
Pass <input type="checkbox"/> Fail <input type="checkbox"/>				Check Valve: Held at _____ PSID

Comments:

Initial Test	I certify that I used testing procedures meeting the requirements of the above identified PWS. Tester's Signature: _____ Date: _____ Tester's Printed Name: _____ Tester's Qualification: * _____ Tester's Gauge: Manufacturer: _____ Model: _____ Serial No.: _____ Date of Last Verification/Calibration: _____
Repair	Repairer's Signature: _____ Date: _____ Repairer's Printed Name: _____
Final Test	I certify that I used testing procedures meeting the requirements of the above identified PWS. Tester's Signature: _____ Date: _____ Tester's Printed Name: _____ Tester's Qualification: * _____ Tester's Gauge: Manufacturer: _____ Model: _____ Serial No.: _____ Date of Last Verification/Calibration: _____

* For any assembly at a dedicated fire service connection, the tester's Fire Protection System Contractor I or II certification number; for any other assembly, the tester's plumbing contractor certification or registration number or the tester's backflow preventer tester certification organization and number.

**Notice/Letter To A Customer Advising the Customer to Install Thermal Expansion Control
if the Customer's Plumbing System Includes Storage Water Heating Equipment but Does
Not Include Thermal Expansion Control**

[Insert date]

[Insert Customer Name]

[Insert Customer Street Address]

[Insert Customer City, State, and Zip Code]

RE: [Insert service connection number]
[Insert service connection address]

Dear [Insert Customer Name]:

As required by Rule 62-555.360, Florida Administrative Code, the City of Port St. Joe has established, and is implementing, a cross-connection control (CCC) program utilizing backflow protection at or for service connections from the water system in order to protect the water system from contamination caused by cross-connections on customers' premises. Under our CCC program, we will install a backflow preventer in the meter box at the above referenced service connection.

This letter is to advise you that you might need to have thermal expansion control installed in the plumbing system connected to the above referenced service connection. When water is heated, it expands and requires more volume; this is called thermal expansion. A backflow preventer installed at a service connection will stop heated water in the customer's plumbing system from expanding back into the public water system; the backflow preventer creates what is called a closed plumbing system at the customer's premises. Thermal expansion in a closed plumbing system will cause an increase in pressure in the system. The increased pressure usually causes the temperature and pressure relief (T&P) valve on a water heater tank to open and discharge water from the water heater tank. But a T&P valve is not intended to be used for routine thermal expansion control, and if a T&P valve fails, the water heater tank might explode.

The current *Florida Building Code* requires that thermal expansion control shall be installed in closed plumbing systems using a water heater tank. **If your plumbing system includes a water heater tank but does not include thermal expansion control, you are advised to have thermal expansion control installed in your plumbing system within 60 days of the date of**

this letter. We recommend you consult with a certified or registered plumbing contractor to determine the best solution for your specific needs.

If you have any questions, please contact me at 850-229-8247 or jgrantland@psj.fl.gov.

Sincerely,

John Grantland
Public Works Director

Notice/Letter to a Customer Requesting Installation of a Backflow Preventer at or for a Service Connection

[Insert date]

[Insert Customer Name]

[Insert Customer Street Address]

[Insert Customer City, State, and Zip Code]

RE: [Insert service connection number]
[Insert service connection address]
[Insert service connection category and subcategory]

Dear [Insert Customer Name]:

As required by Rule 62-555.360, Florida Administrative Code, the City of Port St. Joe has established, and is implementing, a cross-connection control (CCC) program utilizing backflow protection at or for service connections from the water system in order to protect the water system from contamination caused by cross-connections on customers' premises. Under our CCC program, we have evaluated the above referenced service connection and the premises served by the connection, and we have determined backflow protection is required at or for the connection because [insert "it is a dedicated irrigation service connection", "it is a dedicated fire service connection", or "it serves premises in the following category: ..."].

This letter is to request you have a [insert the minimum type of backflow preventer required] [insert "(or a more protective backflow preventer)"] unless the minimum type of backflow preventer required is a reduced-pressure principle assembly or reduced-pressure principle detector assembly installed at or for the above referenced water service connection within 60 days after the date of this letter. The backflow preventer must be installed in accordance with the requirements in our CCC Program Plan, [insert "a copy of which is enclosed" or "which you can view at the following webpage: ..."]. An appropriately certified fire protection system contractor must install backflow protection at or for a fire service connection. We recommend you consult with a certified or registered plumbing contractor regarding installation of other backflow protection.

The new backflow preventer must be tested immediately after it is installed. The testing must be conducted by an appropriately certified fire protection system contractor if the new backflow preventer is installed at or for a fire service connection; otherwise, the testing must be conducted by a certified or registered plumbing contractor or by a backflow preventer tester holding a current certification from [insert names of organizations/schools listed in Component III.D. of the public water system's CCC program plan]. [For your convenience, we are enclosing a list of fire protection system contractors, certified or registered plumbing contractors, and certified backflow preventer testers who are pre-approved to test assemblies that protect our water system.] **The enclosed Backflow Preventer Assembly Testing and Repair Report form must be completed**

by the backflow preventer tester and returned to us at the letterhead address within 60 days after the date of this letter.

If you have any questions, please contact me at 850-229-8247 or jgrantland@psj.fl.gov.

Sincerely,

John Grantland
Public Works Director

Enclosures: CCC Program Plan
Backflow Preventer Assembly Testing and Repair Report Form

Notice/Letter to a Customer Requesting Testing of a Backflow Preventer Assembly at or for a Service Connection

[Insert date]

[Insert Customer Name]

[Insert Customer Street Address]

[Insert Customer City, State, and Zip Code]

RE: [Insert service connection number]
[Insert service connection address]

Dear [Insert Customer Name]:

As required by Rule 62-555.360, Florida Administrative Code, the [insert name of public water system] has established, and is implementing, a cross-connection control (CCC) program utilizing backflow protection at or for service connections from the water system in order to protect the water system from contamination caused by cross-connections on customers' premises. Under our CCC program, a customer-owned backflow preventer assembly has been installed at or for the above referenced water service connection, and [insert "annual" or "biennial"] testing of the assembly is required to ensure that it is functioning properly.

This letter is to request you now arrange for the [insert "annual" or "biennial"] testing of the customer-owned backflow preventer assembly that is installed at or for the above referenced water service connection and that is described on the enclosed Backflow Preventer Assembly Testing and Repair Report form. The testing must be conducted by a certified Fire Protection System Contractor I or II if the enclosed report form indicates that the assembly is at a fire service connection; otherwise, the testing must be conducted by a certified or registered plumbing contractor or by a backflow preventer tester holding a current certification from [insert names of organizations/schools listed in Component III.D. of the public water system's CCC program plan]. [For your convenience, we are enclosing a list of fire protection system contractors, certified or registered plumbing contractors, and certified backflow preventer testers who are pre-approved to test assemblies that protect our water system.]

If the testing discloses the assembly is not functioning properly, please have the necessary repairs made and have the assembly retested. **The enclosed testing and repair report form must be completed by the backflow preventer tester(s), and by the backflow preventer repairer if**

repairs are made, and returned to us at the letterhead address within 60 days after the date of this letter.

If you have any questions, please contact me at [insert phone number] or [insert e-mail address].

Sincerely,

[Insert name and title of public water system representative]

Enclosures: Backflow Preventer Assembly Testing and Repair Report Form
[Pre-Approved Backflow Preventer Tester List]

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FPN: <u>446062-1-54-01</u>	Fund: <u>SCRC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>51 (Gulf)</u>	Contract No: _____	Vendor No: <u>F590953785013</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Port St. Joe, Florida, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in 1st Street Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; 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.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2021. 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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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 written 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.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws 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 Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also 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 through mutual written agreement.
 - 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. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$386,214. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$386,214 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. 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"**.
 - 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 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 an amendment executed by both parties.
 - c. Invoices shall be submitted no more often than monthly and no less than quarterly 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 and costs incurred must be received and approved by the Department prior to reimbursements. 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 standards or 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 **Attachment F – 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 Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

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 thirty (30) 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 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.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. 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.
- h. **Progress Reports.** 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.
- i. 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.
- j. 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.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance 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 any 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.
- l. 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."

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- m. 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.
- n. 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 prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance 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.

8. 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. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. 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. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. 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.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may 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 hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that 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.
- d. 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.

10. 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 is responsible for obtaining all permits necessary for the Project.
- b. In the event 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. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. 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 have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies 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. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. 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.
- j. 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.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

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

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. 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

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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 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:

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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.

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

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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:
 - 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.
- g. 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 guarantees 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.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

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granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. 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.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient 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. Recipient shall, or cause its contractor to 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 and such deductibles shall be paid by the Named Insured. 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.
- f. 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, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required 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 the paragraph 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

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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.

- g. 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 Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. 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.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: State Financial Assistance (Florida Single Audit Act)

Exhibit E: Recipient Resolution

*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way

*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*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 Port St. Joe, Florida,

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

Legal Review:

By: _____
Name: _____

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446062-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

City of Port St. Joe, Florida, (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .684 Miles

PROJECT DESCRIPTION: This project is for the survey, design, permitting, and preparation of construction plans and bid documents for the resurfacing project of 1st Street in accordance with the most recent version of the Florida Greenbook. The project will begin at State Road 30 (US 98) and continue approximately 0.68 miles to State Road 71. The project will primarily consist of milling and resurfacing the existing travel lanes while maintaining 12' widths. Other work to include necessary drainage improvements, upgrading signage and pavement markings will be performed. Three cross drains will be evaluated for replacement. The only wetland impacts anticipated are for work on the cross drains. No additional right-of-way will be required for the project. The Recipient will ensure that an appropriate pavement design for project is submitted for review during plans development.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by December 31, 2021.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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RECIPIENT NAME & BILLING ADDRESS: <u>City of Port St. Joe, Florida</u> <u>305 Cecil G. Costin Sr. Boulevard</u> <u>Port St. Joe, Florida 32456</u>	FINANCIAL PROJECT NUMBER: <u>446062-1-54-01</u>
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I. PHASE OF WORK by Fiscal Year:	FY 2021	FY2022	FY2023	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 386,214.00	\$ 0.00	\$ 0.00	\$386,214.00
Maximum Department Participation - (Small County Outreach Program)	100% or \$ 386,214.00	% or \$	% or \$	100% or \$ 386,214.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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PROGRAM MANAGEMENT
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Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$386,214.00	\$0.00	\$0.00	\$386,214.00

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

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

Dustin Castells
District Grant Manager Name

Signature Date

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Port St. Joe, Florida

PROJECT DESCRIPTION: 1st Street from SR 30 (US 98) to SR 71 Resurfacing Project

FPID#: 446062-1-54-01

In accordance with the Terms and Conditions of the State-Funded 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 State-Funded 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 Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** \$386,214.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 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 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>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.



-Serving Florida Since 1957-
Panama City, FL 32401
Phone 850-769-4828
Fax 850-785-8573
pat@browardhall.com

INVOICE

DATE: August 17, 2020

PAYMENT TERMS

UPON RECEIPT

TO: Pioneer Bay Community Development Corporation
282 Avenue D
Port St. Joe, FL 32456

EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	COVERAGE	COMPANY	PREMIUM
8/24/2020	TBD -	General Liability Insurance Policy	*General Aggregate \$2,000,000 *Products & Completed Operations - Included *Each Occurrence \$1,000,000 *Personal/Advertising Injury \$1,000,000 *Damage to Rented Premises \$100,000 Medical Expenses \$5,000 001590. 828190 MA 9/8/20	Axis Surplus Insurance Co.	\$656.26
					\$656.26

Any questions should be directed to Karen R. Everage at (850) 769-4828 Ext. 304

Please make check payable to Broward Hall Insurance Agency Inc.

THANK YOU FOR YOUR BUSINESS!



General Liability Quote

Quote #: 4257083-5
Expires: 3/12/2020
Transaction Type: New

August 12, 2020

Karen Everage
Broward Hall Agency
455 Harrison Avenue
Suite D
Panama City, FL 32402

Access
10201 Centurion Parkway North
Suite 500
Jacksonville, FL 32256

T 904.380.3939
F 877.570.9323

Overview

We are pleased to offer the following quotation for General Liability insurance. Please review this quotation carefully, as the terms and conditions offered may be different than requested. A specimen copy of the policy is available at your request.

PROPOSED POLICY PERIOD:	From 8/15/2020 to 8/15/2021	Premium:	\$525.00
CARRIER:	AXIS Surplus Insurance Company <u>View A.M. Best Rating</u>	Fees*:	\$100.00
APPLICANT:	Pioneer Bay Community Development Corporation	Taxes**:	\$31.26
		Total:	\$656.26
MAILING ADDRESS:	282 Avenue D Port Saint Joe, FL 32456	State Tax and fees are subject to change due to state legislation at the time of binding.	
COMMISSION:	10.0000%		
MINIMUM EARNED PREMIUM:	25.00%		

Terrorism: Terrorism Coverage can be purchased for an additional premium of \$105.00 plus applicable taxes and fees. Signed acceptance/rejection required at binding.

Disclaimer: Nothing contained herein constitutes nor is intended to constitute a binder for insurance coverage. No binder or insurance policy goes into effect unless and until confirmed by us. Note any proposal of insurance we may present to you will be based upon the values developed and exposures to loss disclosed to us. All coverages are subject to the terms conditions and exclusions of the actual policy issued.

General Liability Coverage

Limits

Type	Limit
General Aggregate	\$2,000,000
Products & Completed Operations	Included
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Expenses	\$5,000

Deductible

Type	Amount
None	

Class Codes

Territory	Class Code	Description	Exposure	Basis	Rate	Premium
FL-006: Remainder of State	41669	(41669) Clubs-Civic, Service or Social-No Buildings or Premises Owned or Leased Except For Office Purposes- Other Than Not-For-Profit	20	Units	Prem/Ops Rate = 3.5840 Prod/Ops Rate = Included	\$500.00 (MP)

Additional Coverages

Additional Coverage	Details	Premium
Additional Insured - Owner/ Lessees/ Contractors - Scheduled Person Or Organization	Qty: 1	\$25.00

Forms

Form	Edition	Description
AX0103	(04/15)	Surplus Lines Broker Statement
AX0104	(04/15)	State Fraud Statement
AX0105	(03/16)	Policyholder Notice
AX0106	(04/15)	Service of Suit
AX1730	(06/18)	Minimum Earned Premium Endorsement
AX906	(03/16)	Policyholder Notice - Economic and Trade Sanctions (OFAC)
IL0017	(11/98)	Common Policy Conditions
TRIADC	(01/15)	Policyholder Disclosure - Notice of Terrorism Insurance Coverage - TRIA Declined
AX1319	(12/17)	Failure To Comply With The American Disabilities Act Exclusion
CG0001	(04/13)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2010	(07/04)	Additional Insured - Owner/ Lessees/ Contractors - Scheduled Person Or Organization
CG2107	(05/14)	Exclusion - Access Or Disclosure Of Confidential Or Pi And Data Related Liability Ltd Bi Except Not Included
CG2109	(06/15)	Exclusion - Unmanned Aircraft
CG2116	(04/13)	Exclusion - Designated Professional Services
CG2132	(05/09)	Communicable Disease
CG2144	(04/17)	Limitation Of Coverage To Designated Premises Or Project
CG2147	(07/98)	Employment Related Practices Exclusion
CG2149	(09/99)	Total Pollution Exclusion Endorsement
CG2167	(12/04)	Fungi Or Bacteria Exclusion
CG2173	(01/15)	Exclusion Of Certified Acts Of Terrorism
CGDS01	(10/01)	Commercial General Liability Declarations
IL0021	(09/08)	Nuclear Energy Liability Exclusion Endorsement
SI222	(09/15)	Asbestos Exclusion
SI223	(09/15)	Cross Suits Exclusion
SI224	(09/15)	EIFS Exclusion
SI226	(09/15)	Lead Exclusion
SI229	(09/15)	Silica Exclusion

Required to Bind

Completed and signed ACORD applications.
Advise if Terrorism coverage is Rejected or Accepted for the additional charge outlined on the quote. (No Form is required.)
Currently valued loss runs for the past three years confirming satisfactory claims history. Quote assumes satisfactory loss history and may be subject to revision or revoked if there have been any claims.
Completed Surplus Lines Due Diligence packet (attached).

Conditions

The insured's premises and operations are subject to inspection and compliance with any resulting recommendations.
Premium charges for Additional Insured(s) and Waiver of Subrogation may be fully earned at inception.
Unless otherwise indicated, premium is due within 20 days of binding. Premiums not received within this time period may result in Notice of Cancellation.
This is the premium due at inception. The final premium will be determined after an audit of the insured's records. Final adjustments to the premium will be made according to the rate(s) on the policy. Adjustments will only be made for Additional Premiums. No return premium shall be forthcoming.
Once the policy is bound some premium will be earned (as reflected in minimum earned premium). There are no flat Cancellations allowed.
Fees are fully earned at inception.
Quote Terms & Conditions are subject to no new losses prior to binding.

*Fees

State	Fee	Taxable	Amount
FL	AmWINS Service Fee	Yes	\$100.00
Total Fees Due			\$100.00

**Taxes

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Amount
FL	Tax	\$525.00	\$100.00	\$625.00	4.940%	\$30.88
FL	Stamping Fee	\$525.00	\$100.00	\$625.00	0.060%	\$0.38
Total Surplus Lines Taxes Due						\$31.26

Sincerely,

Jenifer Murphy

Assistant Vice President | AmWINS Access Insurance Services, LLC
T 904.996.0007 x3925 | F 877.570.9323 | Jenifer.Murphy@amwins.com
10201 Centurion Parkway North | Suite 500 | Jacksonville, FL 32256 | amwins.com

On behalf of,

Ashley Bowling

Assistant Vice President | AmWINS Access Insurance Services, LLC
T 904.380.3939 | F 877.570.9323 | Ashley.Bowling@amwins.com
10201 Centurion Parkway North | Suite 500 | Jacksonville, FL 32256 | amwins.com

An AmWINS Group Company
CA License# 0118107



POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

Please indicate whether you accept or reject coverage for Acts of Terrorism (as defined herein) below and return to the insurer. Regardless of your selection, failure to notify the Insurer of your decision to accept or reject Acts of Terrorism Coverage by the bind date will constitute rejection of the offer and your policy will be written to exclude the described coverage.

If you choose to accept this offer of coverage, you will be charged an additional premium of «TRIAPremium».

_____ I HEREBY ELECT TO PURCHASE COVERAGE FOR ACTS OF TERRORISM AS DESCRIBED HEREIN

_____ I HEREBY REJECT THE OFFER OF COVERAGE FOR CERTIFIED ACTS OF TERRORISM

APPLICANTS SIGNATURE

Includes copyrighted material 2015 National Association of Insurance Commissioners



PIONEER BAY COMMUNITY DEVELOPM
282 AVE D
PORT SAINT JOE FL 32456

Current Date: October 20, 2020
Account Number: 502923479
Capture Date: August 21, 2020
Item Number: 5250129066590
Posted Date: August 21, 2020
Posted Item Number: 52566590
Amount: 656.26
Record Type: Debit
CL Bundle Amt: 342,974.32
CL File Amt: 18,138,753.69
CL Item After: 3298231075 - 400.00
CL Item Before: 3298230831 - 4,861.38
CL Item Info: 3298231024 - 656.26
CL Orig RT: 061000146

PIONEER BAY COMMUNITY DEVELOPMENT CORP^{81-275/829} 1011
282 AVE D
PORT SAINT JOE, FL 32456
DATE 8/17/20
FAY TO Broward Hall Ins. Agency Inc. \$ 656.26
THE ORDER OF Six hundred fifty six and .26 DOLLARS (26)
MEMO PBCDC Ins. Policy Cheryl Steindorf
082902757 0502923479 1011
LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

FOR DEPOSIT ONLY
CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY
AT CREDITED TO THE ACCOUNT
DO NOT WRITE WITHIN NAMED PAYEE
ENDORSEMENT GUARANTEED
TRUSTMARK NATIONAL BANK
85-27 PANAMA CITY, FL 85-27
ENDORSE HERE
TS
>065300279<
Trustmark Panama City
2020-08-20
0384710336



October 29, 2020

Mr. Jim Anderson, City Manager
City of Port St. Joe
305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

RE: USDA NRCS Debris Removal – Technical Services
Professional Services Proposal

Dear Mr. Anderson

It is our understanding that the City has received funding from the USDA NRCS (Natural Resources Conservation Service) EWP (Emergency Watershed Protection) Program for the City of Port St. Joe, Gulf County, DSR MIC-PSJ-029 Wetappo Creek Debris Clearing. Dewberry Engineers Inc. (DEI) is pleased to provide this Task Order to provide Technical Assistance services to complete the proposed project. DEI proposes to provide these services described below:

A. TECHNICAL ASSISTANCE

1. DEI will prepare preliminary design plans and specifications suitable for NRCS review. Plans will comply with NRCS programmatic requirements and design parameters.
2. DEI will prepare final design plans and specifications based on NRCS comments. Plans will be signed and sealed by a professional engineer.
3. DEI will assist the city in bidding and procurement by providing, but not limited to, the bid advertisement, invitation to bid documents, attendance at pre-bid meeting (if required), addendum preparation and review of bids to present recommendation of award to City.
4. DEI will prepare and submit to NRCS a Quality Assurance Plan (QAP).
5. DEI will provide construction inspection and accurately document all contractor operations.
6. DEI will certify trucks by accurately recording the truck volumes prior to job commencement.
7. DEI will provide truck placards.
8. DEI will maintain a database of all contract quantities and provide a daily report to the City for review. Database will record truck load ticket information.
9. DEI will provide staff as necessary to adequately monitor all debris removal activities.
10. DEI will provide certification that the project was installed in accordance with the plans and specifications.

Exclusions:

Services not included in this proposal are as follows:

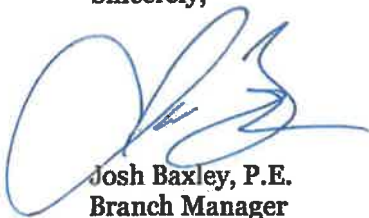
1. Permit application fees.
2. Boundary surveys
3. Rights-of-Entry
4. Wetland permitting
5. As-Built Surveys

DEI proposes to provide the services described above for a 7.5% of the total construction up to \$21,862.50 per the City's agreement with USDA NRCS.

We appreciate the opportunity to provide engineering services for the City of Port St. Joe. If this proposal is acceptable, please sign in the space provided below. Should you have questions or need additional information, please give me a call at 850.693.2181.

Jim Anderson
October 29, 2020

Sincerely,



Josh Baxley, P.E.
Branch Manager

Accepted By: _____

Date: _____