

**February 3, 2026
Regular Meeting
12:00 P.M.**

**City Commission Chambers
2775 Garrison Avenue
Port St. Joe, Florida**



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
Steve Kerigan, 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 P.M.

February 3, 2026

Call to Order

Consent Agenda

Minutes

- Regular Meeting 1/20/26 Page 1-4

City Attorney

- Resolution 2026-01 Alley Abandonment L& A Hotels LLC (Duren) Pages 5-6
- Resolution 2026-02 Alley Abandonment Sheriff's Office Pages 7-8

City Engineer

- MLK Task Order Pages 9-12

Old Business

- MLK Grant Administration Task Order Pages 13-39
- City Projects Page 40

New Business

- Fee Waiver Request- North Port St. Joe CDC
 - February 23-25 Pages 41-44
 - June 19-21 Pages 45-49

Public Works

- Update

Surface Water Plant

- St. Joe Beach Tank Replacement Pages 50-63
- Clarifier Repair Pages 64-66

Wastewater Plant

- Update

Finance Director

- FEMA- Update
- Grants Reimbursement- Update

Code Enforcement

- **Demo Request**
 - **121 Harbor Street, Parcel #06028-002R**
 - **506 Kenny Street, Parcel #04598-010R**

Pages 67-68
Pages 69-70

Police Department

- **Update**

City Clerk

- **Grants- Update**
- **CDBG-DR Grant Agreement**
Wastewater Plant Improvements

Pages 71-72
Pages 73-129

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, January 20, 2026, at Noon.**

The following were present: Mayor Buzzett, Commissioners Hoffman, Kerigan, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Deputy Clerk Carrie Fodge, and City Attorney Clinton McCahill were also present. Commissioner Langston joined the meeting at 12:04 P.M.

Call to Order

CONSENT AGENDA

Mayor Buzzett offered his congratulations to Cora Curtis for the MLK Day festivities and parade.

Minutes

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to approve the Minutes of the Regular Meeting on January 6, 2026, and the Joint City / County Workshop Meeting January 14, 2026. All in favor; Motion carried 4-0.

City Attorney

Attorney McCahill did not have any updates for the Commission.

City Engineer – Josh Baxley

City Government Complex

The 60% plan set has been approved by the City. Dewberry is moving forward with design and preparation of the permit package.

Downtown Utilities Phase 2

The final pay requests have been agreed upon by the City and contractor. The contractor is to bring a check and sign Pay Request 13 on January 23, 2026.

Downtown Alleys Drainage Improvements

This project is in design.

Avenue A Stormwater

This project is in design and Dewberry expects to complete it within the next two weeks.

Commissioner Langston joined the meeting at 12:04 P.M.

Old Business

City Projects

Mr. Anderson reminded everyone of the ongoing construction on Highway 71, Eighth Street, as well as Highway 98 and encouraged them to be careful when in these areas.

New Business

Rental Fee Reduction Request – Amy Connolly

No action was taken by the Commission on this item as it was deferred to City Staff. City Staff denied the request per City policy as the requestor is a for profit organization requesting a non-profit rate.

Public Works

RFQ 2025-01 MLK Blvd. Infrastructure Improvements

A Motion was made by Commissioner Langston, second by Commissioner Lowry, to approve Dewberry Engineering for RFQ 2025-01. All in favor, Motion carried 5-0. Dewberry was selected by a committee reviewing all submitted RFQs for the project.

Surface Water Plant – Larry McClamma

Mr. McClamma shared that the plant will be changing filters in a couple of weeks.

Wastewater Plant – Joe Harris

Mr. Harris noted that Baskerville Donovan is updating the facility plan, he continues to look for grants for the project, and next Tuesday a pilot study will begin for the filtration system. The study should last approximately 5 weeks.

Finance Director – Mike Lacour

FEMA Update

Mr. Lacour stated there has been no change on this. A reimbursement request in the amount of \$1.4 million has been submitted for the CDBG-DR grant.

Grants Reimbursement Update

Close out for the FDOT Street Projects is ready.

Code Enforcement

Mr. Anderson announced that a full time Code Enforcement Officer has been hired. He has started work and is working very hard.

Mayor Buzzett requested that a chair be added to the City Staff Table and that the officer attend meetings.

He also requested that, when there is a recommendation from the PDRB, that they have a representative at the meeting to answer any questions about the recommendation.

Commissioner Langston requested that a list of the houses to be demolished be sent to County Commissioner Quinn.

Police Department – Chief Richards

Windmark Beach – Golf Cart Ordinance

Chief Richards shared that a request has been received from the Windmark HOA to place golf carts in their area under the City's Golf Cart Ordinance.

A Motion was made by Commissioner Hoffman, second by Commissioner Kreigan, to place the Windmark Golf Carts under the City's policy and there will not be any changes to the City's Policy. All in favor; Motion carried 5-0. Mr. McCahill advised that a MOU be obtained from the HOA.

Mr. Anderson recognized Lt. Rusty Burch who will be retiring from the City this month. Lt. Burch has been with the Port St. Joe Police Department for 38 years. He thanked him for a job well done and wished him well in his retirement.

City Clerk – Charlotte Pierce

Grants Update

Clerk Pierce did not have any additional updates for the Commission.

Citizens to be Heard

Candi Nesemeier had questions on several topics.

Discussion Items by Commissioners

Commissioner Langston thanked Cora Curtis for her work with the MLK Day celebration.

Commissioner Kerigan shared that he has spoken with a representative of the Trust for Public Lands and Dewberry has provided some needed information for him. He has talked with Lobbyist Clark Smith and feels good about their conversation. He also noted that TDC Bed Tax marketing funds can now be used for parks, trails, and other items in the community.

Commissioner Lowry thanked Mrs. Curtis for putting everything together for the MLK Day yesterday.

Commissioner Hoffman asked that City Staff contact the St. Joe Company requesting a letter supporting Captain Little's moving of his boat to the bulkhead in the marina.

He also felt the joint workshop with the County was good. He would like to have information on rentals from the County starting with Windmark.

Mayor Buzzett - Consensus of the Commission was to extend an invitation to the County Commission for a follow-up Workshop on either Thursday, February 12 or Thursday, February 19 at noon in the City Commission Chamber. Mr. Anderson will contact Chairman Quinn as to the availability of the County Commission. Mayor Buzzett expressed his concerns about the TDC sharing with the City in the future. He also shared his concerns about funding for the Work Force Housing Project Road.

Motion to Adjourn

There was no additional business to come before the Commission and Mayor Buzzett adjourned the meeting at 12:40 P.M.

Approved this _____ day of _____ 2026.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

RESOLUTION NO. 2026-01

A RESOLUTION OF THE CITY OF PORT ST. JOE, FLORIDA, PURSUANT TO CHAPTER 336.10 FLORIDA STATUTES, DECLARING THE ABANDONMENT OF THE ALLEY LOCATED IN BLOCK 14 OF THE CITY BETWEEN THIRD AND FOURTH STREET; SUBJECT TO CONDITIONS; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida (“City”) owns an approximately 20 foot wide alley way located in Block 14 of the City running between Third and Fourth streets, and more particularly described as:

The alleyway lying and situated between Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, Block 14, City of Port St. Joe, and Lot’s 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, and 23, of Block 14, City of Port St. Joe, as recorded in the Official Public Records of Gulf County, Florida.

WHEREAS, the City Commission finds that the alleyway under consideration is not needed by the public as an alleyway and the same should therefore be returned to private ownership; and

WHEREAS, the abandoned alleyway will be divided along the shared property line between the current owners; and

WHEREAS, the City has determined that abandoning the alleyway serves a valid public purpose.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Port St. Joe as follows:

SECTION 1. The foregoing recitals are incorporated into this Resolution as true statements.

SECTION 2. The City Commission of the City of Port St. Joe, Florida hereby declares the alleyway described above as abandoned for all legal purposes and the same shall revert back to the current property owners.

SECTION 3. The City Commission has approved this alleyway abandonment, however, it is contingent upon and subject to the current property owners executing the Utility Easement attached hereto.

SECTION 4. The City Clerk is hereby directed to cause this Resolution and all documents required under Chapter 336.10 Florida Statutes to be recorded upon its passage in the Official Records in and for Gulf County, Florida, to evidence the abandonment.

SECTION 5. This Resolution shall become effective immediately upon recordation of the Resolution and all other documents required under Chapter 336.10 Florida Statutes.

PASSED AND ADOPTED this 3rd day of February 2026, by the PORT ST. JOE CITY COMMISSION meeting in regular session.

CITY OF PORT ST. JOE, FLORIDA

By: _____
Rex Buzzett, Mayor

Attest: _____
Charlotte Pierce, City Clerk

APPROVED AS TO FORM AND LEGALITY

Clinton T. McCahill, City Attorney

RESOLUTION NO. 2026-02

A RESOLUTION OF THE CITY OF PORT ST. JOE, FLORIDA, PURSUANT TO CHAPTER 336.10 FLORIDA STATUTES, DECLARING THE ABANDONMENT OF THE ALLEY LOCATED IN BLOCK 31 OF THE CITY; SUBJECT TO CONDITIONS; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida (“City”) owns an approximately 20 foot wide alleyway lying and being between Lots 23, 24, 25, 26, 28, 29, and 30, Block 31, according to the official map of the City of Port St. Joe as recorded in Plat Book 1, Page(s) 16 through 18, as recorded in the Public Records of Gulf County, Florida and being more particularly described as follows::

See legal description attached as Exhibit “A”.

WHEREAS, the City Commission finds that the alleyway under consideration is not needed by the public as an alleyway and the same should therefore be returned to private ownership; and

WHEREAS, the abandoned alleyway will be divided along the shared property line between the current owners; and

WHEREAS, the City has determined that abandoning the alleyway serves a valid public purpose.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Port St. Joe as follows:

SECTION 1. The foregoing recitals are incorporated into this Resolution as true statements.

SECTION 2. The City Commission of the City of Port St. Joe, Florida hereby declares the alleyway described above as abandoned for all legal purposes and the same shall revert back to the current property owners.

SECTION 3. The City Commission has approved this alleyway abandonment, however, it is contingent upon and subject to the current property owners executing the Utility Easement and the Ingress and Egress Easement attached hereto as Exhibit “B” & “C” respectively.

SECTION 4. The City Clerk is hereby directed to cause this Resolution and all documents required under Chapter 336.10 Florida Statutes to be recorded upon its passage in the Official Records in and for Gulf County, Florida, to evidence the abandonment.

SECTION 5. This Resolution shall become effective immediately upon recordation of the Resolution and all other documents required under Chapter 336.10 Florida Statutes.

PASSED AND ADOPTED this 3rd day of February 2026, by the PORT ST. JOE CITY COMMISSION meeting in regular session.

CITY OF PORT ST. JOE, FLORIDA

By: _____
Rex Buzzett, Mayor

Attest: _____
Charlotte Pierce, City Clerk

APPROVED AS TO FORM AND LEGALITY

Clinton T. McCahill, City Attorney



Dewberry Engineers Inc. | 850.227.7200
324 Marina Drive | 850.227.7215 fax
Port Saint Joe, FL 32456 | www.dewberry.com

January 20, 2026

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

RE: City of Port St. Joe Small Cities CDBG – MLK Revitalization from Ave. A to Ave. D
Professional Services Proposal

Dear Mr. Anderson:

It is our understanding that the City has been awarded funding under the Florida Small Cities Community Development Block Grant (CDBG) program to make improvements to Martin Luther King Blvd. (MLK) from Avenue A to Avenue D. The proposed improvements include roadway resurfacing, sidewalks (if feasible), underground power, lighting, landscaping and irrigation. It is also our understanding that the City has requested a proposal from Dewberry Engineers Inc. (DEI) to provide the professional services associated with this project. DEI is pleased to provide this proposed Task Order to provide these services.

Exhibit A contains a detailed Task Order with a description of the scope of services for the pre-construction design services. DEI proposes to provide these services for a fee of **\$183,150.00**.

If you have any questions or need additional information, please contact Josh Baxley at (850) 693-2181 or by e-mail at jbaxley@dewberry.com.

Sincerely,
DEWBERRY

Josh Baxley, P.E.
Senior Associate, Branch Manager

Attachment A Scope of Work and Fee Schedule

This Agreement is entered into this _____ day of _____ 2026, between The City of Port St. Joe known hereinafter as CLIENT, and Dewberry Engineers Inc. (DEI)

Attachment A of this Agreement defines the scope and fee for which DEI shall provide professional services to CLIENT. Attachment B defines the Terms and Conditions of the Agreement.

SCOPE OF PROFESSIONAL SERVICES

TASK A. SURVEY SERVICES

DEI shall perform all office and field work required for the purpose of performing a Topographic Survey from the intersection of Ave A and MLK Blvd. to the intersection of Ave. D and MLK Blvd.

1. Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
2. Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
3. Right of way lines shall be surveyed and depicted throughout.
4. Minimum of two (2) site control points.
5. Contours at 1-foot intervals, together with spot elevations within the right of way.
6. Location of all aboveground visible improvements and/or structures within the limits of survey.
7. Visible above-ground utilities.
8. Deliverables include:
 - a. Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
 - b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

TASK B. CONCEPTUAL PLANNING SERVICES

1. DEI will work with the City and sub-contractors to develop a revitalization plan along MLK Blvd. from Ave. A to Ave. D which will include roadway resurfacing, sidewalks (if feasible), underground power, lighting, landscaping and irrigation.
1. DEI will make up to three (3) revisions to the concept.

TASK C. PLANNING AND ENGINEERING SERVICES

1. DEI will analyze the improvements proposed in the approved conceptual plan for accordance with FDOT and ADA standards.
2. DEI will geotechnical services as necessary to identify subsurface soil strata and establish seasonal high-water table to assist in design efforts.
3. DEI will prepare 30% construction engineering plans depicting the limits of demolition, site geometry, grading and drainage, erosion controls and utilities.
4. Prepare 60% construction engineering plans incorporating Owner review comments and refinements from the 30% plan review.
5. Meetings as necessary.
6. Prepare 100% final construction engineering plans incorporating Owner review comments and refinements from the 60% plan review.

7. DEI will incorporate the proposed locations of site lighting, transformers, pedestals and other 3rd party utility improvements to the conceptual plan. Duke Energy will provide the electrical and lighting layout for the proposed improvements.
8. Prepare City of Port St. Joe Development Order permit package if required

TASK D. UTILITY COORDINATION

1. DEI will ensure that utility coordination is conducted in accordance with the City standards.
2. Dewberry will identify existing utilities and coordinate the proposed improvements with the appropriate utility provider.
3. DEI will schedule utility coordination meetings, prepare necessary agendas, distribute meeting minutes as necessary, and provide follow up engagement on unresolved issues/questions.
4. DEI will coordinate the electrical connection for commercial establishments (prepared by others) with Duke Energy.

TASK E. PERMITTING

1. City of PSJ development order permitting (if required).
2. Responses to all Requests for Additional Information (RFIs)

TASK F. MEETINGS

1. DEI will attend the project kick off meeting.
2. DEI will attend planning progress meetings.
3. DEI will attend meetings with Stakeholders to determine user requirements.
4. DEI will coordinate and attend meetings with the Utility Companies and Permitting Agencies (Duke Energy, City of Port St. Joe)

TASK G. BIDDING AND CONTRACT AWARD SERVICES

1. Prepare 100% final technical specifications package associated with the 100% final construction engineering plans.
2. Assist in pre-construction meeting
3. Assist City in receiving bids and provide a recommendation for award.

TASK H. CONSTRUCTION ENGINEERING AND CEI SERVICES

1. Conduct periodic site inspections throughout the project construction to verify the project is being constructed pursuant to the contract documents and permitting requirements.
2. Address contractor RFIs throughout the bidding and construction process.
3. Review material submittal packages.
4. Perform Davis Bacon Interviews and provide documentation.
5. Attend the substantial completion inspection walkthrough.
6. Attend the final completion inspection walkthrough.
7. Review material submittal packages.
8. Review as built survey.

PROFESSIONAL SERVICES FEES SUMMARY

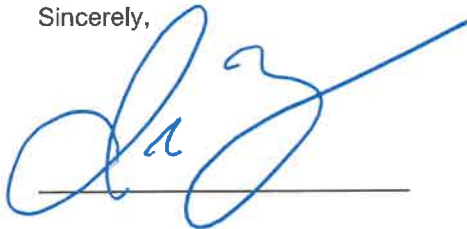
Task A: Survey Services	\$ 12,375.00
Task B: Conceptual Planning Services	\$ 6,500.00
Task C: Planning and Engineering Services	\$ 89,250.00
Task D: Utility Coordination	\$ 9,850.00
Task E: Permitting	\$ 2,500.00
Task F: Meetings	\$ 4,500.00
Task G: Bidding and Contract Award Services	\$ 9,500.00
Task H: Construction Administration and Inspection Services	\$ 48,675.00
TOTAL PROPOSED FEE:	\$183,150.00

Please note the following services are excluded from this proposal.

1. Title searches or opinions.
2. Property acquisition coordination.
3. Underground electrical and street lighting design. This will be provided by Duke Energy. DEI will provide utility design for any commercial properties.
4. Stormwater design and drainage improvements.
5. Stormwater permitting.
6. Environmental services (wetland delineation, environmental assessments, etc.)
7. Construction stakeout surveying.
8. As-built surveys.
9. Permitting or permit application fees.
10. Resident inspection services
11. Materials testing.
12. Traffic Impact Analysis and/or Traffic Studies.

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to provide these services to you.

Sincerely,



Josh Baxley, P.E
Senior Associate, Branch Manager
Dewberry

Approved by:

Jim Anderson, City Manager

Date: _____



City of Port St. Joe

Grant Administration Services Cost Estimate

Date: February 7, 2025

Grant Administration Tasks

Environmental Review - Preparation	\$	15,000.00
Monitoring Visits and Reporting	\$	32,500.00
Project Administration - Financial - Policies and Procedures	\$	32,500.00
Coordination with Engineer and Construction Contractor	\$	35,000.00
Community Updates and Communications	\$	13,500.00
Coordination with FloridaCommerce	\$	13,963.00
Total Estimate Costs:	\$	142,463.00

Estimated Profit at 7.5%: \$ 10,684.73

2/7/2025

John Grantland, Public Works Director

Date

GENERAL ADMINISTRATION CONTRACT

This General Administration Contract entered into as of this ____ day of _____, 2026, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and the City of Port St. Joe, hereinafter referred to as the Local Government.

WITNESSETH THIS RECITAL:

WHEREAS, the Local Government has been awarded a Community Development Block Grant in the Commercial Revitalization category, grant #26DB-C01 hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

WHEREAS, the Administrator is now available, willing, and qualified to perform professional services in connection with the Project; to serve the Local Government to which this contract applies, and to give consultation, advice, and direction for such Project, and

WHEREAS, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the CDBG Commercial Revitalization Program and Administrator agrees to perform such services.

- To provide technical assistance in various program areas, and
- To serve the local government as its professional representative and coordinator in all phases of the Project to which this General Administration Contract applies, and
- To develop and draft a Relocation Policy for the Project, if required, and
- To disseminate information to the general public regarding the Project, and to

provide adequate administrative plans regarding the acquisition of properties as may be required, and

- To coordinate, monitor, and evaluate the Project, and
- To provide updates to the Local Government, and
- To establish and maintain bookkeeping and financial management aspects of the Project

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1

A. GENERAL ADMINISTRATION

SCOPE OF THE SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the general administration aspects of this project:

1. Coordinate, monitor, and evaluate the direct costs of the overall program, including but not limited to the multiple activities outlined in the subsections of the contract below.
2. Develop, plan, implement, and assess the citizen's participation to all community organizations, including but not limited to providing program information, technical assistance to citizens, publishing applicable notices, and conducting applicable hearings.
3. Respond to all citizen's questions and complaints concerning the project in a timely manner.
4. Establish and maintain general and related files as required by Florida Commerce.
5. Prepare the Environmental Review including the Public Notices and the

“Request for Release of Funds”.

6. Establish procedures relating to the procurement and implementation of services all pursuant to Department of Housing and Urban Development (HUD) and Florida Commerce requirements and regulations.
7. Provide technical assistance to the Local Government in procuring professional service contracts.
8. Establish and maintain a bookkeeping system that is acceptable to both Florida Commerce the Auditor General's Office.
9. Monitor the various subsections of the Project in regard to all HUD and Florida Commerce regulations and prepare all necessary and all requested responses to inquiries from Local, State, and Federal governmental units.
10. This contract is to complete the work as outlined in the Community Development Block Grant #26DB-C01 or as the contract may be amended.
11. The Consultant shall attend all meetings related to implementation of the CDBG Commercial Revitalization, including but not limited to, public hearings, staff meetings, public informational meetings, etc.
12. Provide all reports relating to the project as required by Florida Commerce.
13. Prepare all required or requested program amendments including the preparation of advertisements, conducting required public hearings and updating Environmental Reviews.

B. PUBLIC FACILITIES

SCOPE OF SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the public facilities unit of this project:

1. Coordinate, monitor, and evaluate the direct costs of such facilities within the target area.
2. Establish and maintain construction contract files.
3. Establish procedures relating to the procurement and implementation of contractual services, all pursuant to HUD and Florida Commerce requirements and regulations.
4. Review all bid packages for Florida Commerce and HUD contract compliance.
5. Establish and maintain labor standards compliance files for the Local Government.
6. Obtain wage decision from the Department of Labor (DOL) and/or the Department of Housing and Urban Development (HUD) and/or Florida Commerce and submit same to the Local Government.
7. Attend the pre-construction conference.
8. Review the contractor's weekly payrolls for compliance with Davis/Bacon and other Federal contract requirements.
9. Establish architect/engineer community development terms and conditions for incorporation in the bid package.
10. Obtain for the Local Government DOL/HUD/Florida Commerce clearances of contractor.

11. Send notice on behalf of the Local Government to DOL and HUD or Florida Commerce that the construction has commenced.
12. Approve all payment requests to insure the payments are appropriate and the proper documentation is included.
13. Be present at all HUD and Florida Commerce monitorings and prepare the Local Government's response(s) to HUD and Florida Commerce monitoring letters.
14. Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.
15. Represent the Local Government before any State or Federal boards or meetings regarding the public facilities subsection of the Project.
16. Perform all closeout activities, including the submission of reports as well as responding to requests for follow up information.

ARTICLE 2

A. GENERAL ADMINISTRATION

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

1. To instruct the personnel of the Local Government to cooperate and assist the Administrator in the execution of the necessary financial data and procedures in order to comply with all HUD and/or Florida Commerce requirements.
2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all HUD or Florida

Commerce requirements.

3. Establish and maintain rapport with individual citizens and community groups regarding the Project.
4. Assist the Administrator in negotiations necessary for all subsections of the Project.
5. Review and implement all contracts necessary to ensure efficient progress of the Project.

B. PUBLIC FACILITIES

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

1. To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.
2. To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probings and sub-surface explorations, hydrographic surveys, and inspection of sample and materials which the Administrator may rely on in performing its services.
3. Assist the Administrator in obtaining right-of entry and release of liability of property owners.
4. Designate a member of the Local Government who will act as a contact person with the Administrator as to facilitate and transmit instructions, receive information, and generally assist as may be necessary and submit

each person's name to the Administrator within ten (10) days of the signing of the contract.

5. Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the Project.
6. Inform the Administrator of all meetings involving personal service contracts with architects and/or engineers regarding this Project.

ARTICLE 3

PERIOD OF PERFORMANCE

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon final completion of the Local Government's Florida Community Development Block Grant Commercial Revitalization Project and the issuance of a "Notice of Administrative Closeout" for the project by Florida Commerce.

ARTICLE 4

COMPENSATION

The Local Government agrees to pay, from the funding set forth in Article Sixteen (16) herein, the Administrator and its associates in the following manner:

Compensation for the Administrator shall be the total sum of one hundred thirty-three thousand, five hundred and 00/100 Dollars (\$133,500.00). The Local Government shall compensate the Administrator for their services as noted in Attachment A to this contract. Payments will commence thirty (30) days after the effective date of the contract between Florida Commerce and the

Local Government subject, however, to receipt by the local government of funding from the CDBG sufficient to pay the administrator as required herein. At the end of the twelfth month of this contract, the Local Government and the Administrator shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the grant contract obligations are met and the grant closes out prior to the thirty-six month ending date the administrator can be paid the sum remaining in the contract upon issuance of a "Notice of Administrative Closeout" for the project by Florida Commerce.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

ARTICLE 5

CITIZENS PARTICIPATION

It is understood between the parties that both the local Government and the Administrator shall encourage continuous participation in the Project by the citizens of the area. It is further understood that both the Local Government and the Administrator shall be responsible for adequate advertising of the Project. It is understood that funds for such advertising shall be paid from grant funds.

ARTICLE 6

LOCAL GOVERNMENT CONTACT PERSON

The contact person who will represent the local Government in all matters

pertaining to the Project shall be _____, _____, or _____
designee.

ARTICLE 7

EXCLUSIVE REPRESENTATION

It is understood between the parties that a representative of the Local Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all Florida Commerce or HUD meetings.

ARTICLE 8

CONFLICT OF INTEREST

The Local Government having being so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

ARTICLE 9

SOCIAL SECURITY

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

ARTICLE 10

CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated

as written amendments to this contract.

ARTICLE 11

TERMINATION

Termination (cause and/or Convenience)

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

If termination for convenience is effected by the local government, the equitable adjustment shall provide for payment to the Administrator for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred

by the Administrator relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.

(e) Upon termination, the Local Government may take over the work and award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Local Government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

ARTICLE 12

EQUAL OPPORTUNITY

The Administrator warrants that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

During the performance of the function described herein, the Administrator

agrees to the following conditions pertaining to the recognition and protection of the civil rights of employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully incorporated herein;
2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agrees as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Administrator agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting for the provisions of the non-discrimination clause.

3. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.
4. The Administrator will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Administrator will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Administrator will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Administrator non-compliance with the

non-discrimination clauses of this contract or with such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may request the United States to enter into such litigation to protect the interest of the United States.
9. The Administrator shall not discriminate in solicitations or

advertisements for employees placed by and on behalf of the contractor or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

ARTICLE 13

HUD/FLORIDA COMMERCE AUDITS

If HUD or Florida Commerce finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. Administrator agree to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by Florida Commerce, due to the malfeasance, misfeasance, or nonfeasance of the Administrator. All records will be made available to the Local Government auditors at their request as pre-audit and post-audit requirements.

ARTICLE 14

ADMINISTRATOR'S NOTICE

REGARDING ENGINEER OR ARCHITECT

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local requirements that must be completed and supervised by the engineer and/or architect.

ARTICLE 15

ADMINISTRATORS NOTICE

REGARDING LEGAL FEES AND AUDITS

It is understood between the Local Government's and the Administrator that the Administrator will not be responsible for legal or audit costs associated with this project.

ARTICLE 16

SOURCE OF FUNDING

The sole source of payment for this contract is the funding received through the CDBG program and/or portion of any other funding grants leveraged from it.

ARTICLE 17

REMEDIES

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by the appropriate court in Gulf County, Florida.

ARTICLE 18

ACCESS TO RECORDS

1. The Local Government, Florida Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit,

examination, making excerpts, and transcriptions as they may relate to this Agreement.

2. PUBLIC RECORDS ACCESS:

- a. Administrator shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Administrator shall keep and maintain public records required to perform the services under this Agreement.
- b. This Agreement may be unilaterally canceled by the Local Government for refusal by Administrator to either provide public records to the Local Government upon request, or to allow inspection and copying of all public records made or received by the Administrator in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- c. If Administrator meets the definition of “contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Local Government. If the Local

Government does not possess the requested records, the Local Government shall immediately notify Administrator of the request, and Administrator must provide the records to the Local Government or allow the records to be inspected or copied within a reasonable time. If Administrator fails to provide the public records to the Local Government within a reasonable time, Administrator may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Local Government's custodian of public records, Administrator shall provide the Local Government with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Administrator shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Administrator does not transfer the records to the Local Government.
- iv. Upon completion of the Agreement, Administrator shall transfer, at no cost to Local Government, all public records in

possession of Administrator or keep and maintain public records required by the Local Government to perform the services under this Agreement. If the Administrator transfers all public records to the Local Government upon completion of the Agreement, the Administrator shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Administrator keeps and maintains public records upon completion of the Agreement, the Administrator shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Local Government, upon request from the Local Government's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Local Government.

- d. If the administrator has questions regarding the application of chapter 119, Florida Statutes, to the administrator's duty to provide public records relating to this agreement, contact the local government's custodian of public records by telephone at (850) 229-8261 by email at cpierce@psj-fl.gov or at the mailing address below:

CITY CLERK
CITY OF PORT ST. JOE, FLORIDA
305 CECIL G. COSTIN SR. BLVD.
PORT ST. JOE, FL 32457

ARTICLE 19

RETENTION OF RECORDS

The Administrator shall retain all records relating to this contract for six (6) years after the local government makes final payment and all other pending matters are closed.

ARTICLE 20

E-VERIFY DUTY OF ADMINISTRATOR

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Administrator, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Administrator shall provide Local Government, and require each of its subcontractors to provide Administrator, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Administrator shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The Local Government, Administrator, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The Local Government, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Administrator otherwise complied, shall promptly notify Administrator and Administrator shall

immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Administrator acknowledges that upon termination of this Agreement by the Local Government for a violation of this section by Administrator, Administrator may not be awarded a public contract for at least one (1) year. Administrator further acknowledges that Administrator is liable for any additional costs incurred by the Local Government as a result of termination of any contract for a violation of this section.

e. Subcontracts. Administrator or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Administrator shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 21

ENVIRONMENTAL COMPLIANCE

Whereas if this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

ADMINISTRATOR:

Rex Buzzett, Mayor
City of Port St. Joe

Fred D. Fox, President
Fred Fox Enterprises, Inc.

ATTESTED BY:

ATTESTED BY:

Charlotte Pierce, City Clerk
City of Port St. Joe

Melissa N. Fox, Grants Compliance
Fred Fox Enterprises, Inc.

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the General Administration Agreement for Fred Fox Enterprises, Inc., and the City of Port St. Joe.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, Florida 32080, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July, 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Fred D. Fox (Signature)

Date: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred D. Fox, who, after first being sworn by me, affixed his signature in the space provided above on this ____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

COST SUMMARY FOR NEGOTIATED CONTRACTS

GRANTEE: City of Port St. Joe

GRANT NUMBER: #26DB-C01

NAME AND ADDRESS: Fred Fox Enterprises, Inc.

OF CONTRACTOR: P. O. Box 840338

St. Augustine, Florida 32080

DATE OF PROPOSAL: February 27, 2025

TYPE OF SERVICE TO
BE FURNISHED: CDBG Grant Administration

=====

COST SUMMARY:

DIRECT LABOR: Estimated hrs x hrly rate = estimated cost

<u>Consultant/Director</u>	<u>200 hrs x \$125. = \$ 25,000.00</u>
<u>Project Manager</u>	<u>175 hrs x \$115. = \$ 20,125.00</u>
<u>Grants Compliance Manager</u>	<u>175 hrs x \$105. = \$ 18,375.00</u>
<u>Environmental Specialist</u>	<u>150 hrs x \$100. = \$ 15,000.00</u>
<u>Clerical Support</u>	<u>175 hrs x \$75. = \$ 13,125.00</u>

DIRECT LABOR TOTAL: \$ 91,625.00

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost

Fringes 35% x 91,625.00 = \$ 32,068.75

INDIRECT COST TOTAL: \$ 32,068.75

OTHER INDIRECT COST: describe

N/A

OTHER INDIRECT COST: \$ 0.00

TOTAL ESTIMATED COST: \$123,693.75

PROFIT: \$ 9,806.25

TOTAL PRICE: \$133,500.00

EXHIBIT B
E-VERIFY AFFIDAVIT

I hereby certify that Fred Fox Enterprises, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and has not done so since before January 1, 2021, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. A true and correct copy of Fred Fox Enterprises, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

By affixing your signature below, under penalty of law you hereby affirm that the above statement is true and correct, and that you are complying and will comply with all E-Verify requirements.

_____ By: _____
Date
Printed name and title: Fred D. Fox, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____ as _____ for _____
Company Printed name Title

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of Florida, County of St. Johns

(Seal)

Signature: _____
Printed name: _____
Commission No.: _____
My Commission Expires: _____

Personally Known, OR Produced Identification
Type of Identification Produced _____

Current City Projects 2/3/26

- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, The CCTV work is complete and Anchor Engineering is working on the rehab/replacement plans. L& K Contractors have been awarded the Lift Station Rehab bid on 8/20/24. The Bid for the collection system rehab was awarded to Royal American on 7/1/25. Work is set to begin 11/3/25.
- Beacon Hill Sewer- The Lift Station is Operational & the Collection System is built. City staff is installing the taps.
- 9/15/23 Dewberry tasked to Survey & Topo the new City Hall Complex with Conceptual Plan options. Dewberry has now been tasked to handle the Civil Engineering and permitting. MLD has been tasked for the Architectural Services on 10/15/24.
- 9/8/25 A Task Order was signed with Dewberry to design stormwater improvements in the alley between Bay & Harbor Street.
- Washington Gym Bldg. Roof- The Bid was awarded to Monolith Construction on 10/7/25.
- Commission Chambers Bldg. Roof- The Bid was awarded to Lewis Walker Roofing on 10/7/25.
- Victoria Ave. Sewer Line Relocation- FDOT requested the line be moved due to roadway improvements. The FDEP Permit was received 7/28/25. Staff is working scheduling the project.
- 20th Street Stormwater Pipe Evaluation- The Evaluation is in process.
- Williams Ave. Parking Lot- The bid was awarded to CWR on 1/6/26.



North Port St. Joe

COMMUNITY DEVELOPMENT CORPORATION

122 Waterplant Rd.
Port St. Joe, FL 32456 Office
Phone: (850) 340-9716

City of Port St. Joe Office of the Mayor
& Board of City Commissioners

305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

Subject: Request for Use of City Facilities - March 4th-7th, 2026

Dear Mayor Buzzett and Members of the Port St. Joe City Commission,

North Port St. Joe Community Development Corporation, located in Port St. Joe, Florida, serves as a local community resource and development organization. Our mission focuses on community engagement, outreach ministry, and initiatives that strengthen families and neighborhoods throughout Gulf County, particularly within the North Port St. Joe area. As part of our ongoing efforts, we are planning a Prostate and Colon Cancer Awareness Sneaker Ball and related community activities designed to promote health education, positive family engagement, unity, and overall community well-being.

On behalf of North Port St. Joe CDC, I respectfully submit this formal request for the use of the following City of Port St. Joe facilities:

- Washington High School Gymnasium, including access to kitchen
- Outdoor Pavilion(s), including access to evening lighting
- Peters Park Ball Fields
- Indoor/Outdoor restroom facilities

We request access to these facilities on February 23rd, 24th, and 25th, 2026, to support the Sneaker Ball, health awareness programming, and community-centered activities that encourage positive family engagement and participation. Additionally, we request the use of any available chairs and tables located on the property. These facilities are essential to creating a safe, welcoming, and accessible environment for residents of North Port St. Joe and surrounding areas. All required documentation is enclosed for your review.

We kindly ask for your approval and assistance in coordinating access to the requested facilities and equipment. Should you need any additional information or clarification, we are happy to provide it promptly.

Thank you for your time and consideration.

Respectfully,

North Port St. Joe CDC

Tamara Curtis-Irving

Board Member signature

01/28/2026

Date

AGREEMENT FOR TEMPORARY USE OF WASHINGTON GYM
CITY OF PORT ST. JOE, FLORIDA

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER)

Pioneer Bay CDC d.b.a. North Port St. Joe CDC

ADDRESS:

122 Waterplant Rd.

CITY: Port St. Joe

STATE: Florida

ZIP: 32456

TELEPHONE (850) 340-9716

EMAIL specialeventsinboxnpsjcdc@gmail.com

DATE(S) REQUESTED March 4th, 5th, and 6th, 2026

TIMES OF EVENT 8am-12am

TYPE OF EVENT IN DETAIL

Prostate and Colon Cancer Awareness Mom & Son / DaddyDaughter Sneakerball

Gala: Food, Family Photos, & Dancing

 PROPOSED # OF PEOPLE ATTENDING THE EVENT

50-150

Please check the following boxes that apply to your event:

- Alcohol
- Artists/Vendors
- Tax Exemption

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Washington Gym to User on the date(s) set forth above.

All "Users" be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. **The City shall:**

- A. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- B. Not be responsible for any damage, accidents, or injury that may happen to the User or his agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above described activity during the period covered by this agreement.
- C. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- D. The activities of the City have first priority and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

2. **The User shall:**

- A. Take the premises as they are found at the time of occupying by the User.
- B. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned by the User. The City assumes no liability for the User's equipment and material.
- C. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- D. Indemnify the City and hold it harmless from any liability, including court costs and attorney's fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee payable to any organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

3. **Payment of Charges:**

- A. All payments and deposits must be made by check or money order payable to the City of Port St. Joe and paid in full before the facility is reserved.
- B. All payments will be delivered to the City as of the date of the execution of this Agreement.
- D. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. **The Following Regulations shall be followed:**

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.
- C. Alcohol Permits and/or Certificates of Liability Insurance must be provided to the City before rental when alcohol is allowed at the event.
- D. Certificates of Liability Insurance must be provided to the City before facility is reserved for all large events.
- E. A trash plan must be in place for all events and given to the City at the time the facility is reserved.
- F. A security plan must be in place for all large events and given to the City at the time the facility is reserved.
- G. All lineups of artists and/or vendors must be provided to the City at the time the facility is reserved.
- H. The premises shall not be marked upon, painted, cut, drilled, driven nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Premises or of the Building, and any defacement, damage or injury caused will be the responsibility of user who signed this application.

5. **Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
 1. All lights were turned off after the event
 2. All A/C Heating units must be turned back up to a temperature of 77°
 3. All trash and decorations have been removed and placed in outside dumpsters after the event
 4. The premises have been secured after the event
 5. No damage to the property
 6. All the tables and chairs will be folded up and returned to the location they were found. (Do not remove tables and chairs from premises, be sure to let any party planners know they are property of the City).
 7. Keys must be returned to City Hall no later the 12:00 Noon the day after the event. If the event occurs on a weekend, there is a drop box behind City Hall where the keys can be returned.

All buildings are inspected by a city employee prior to, and after each event. Items not found in satisfactory condition after your departure could result in a forfeiture of your deposit.

**** Deposits will not be returned on cancellations unless requested 30 days before the scheduled rental****

6. **Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) Mrs. Tamara Curtis-Irving, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.
- D. I understand that masks are strongly encouraged, and anyone attending this event will follow the CDC Guidelines in place for COVID-19.

FOR CITY OF PORT ST. JOE:

FOR USER:

Approving Authority

Mrs. T. Curtis-Irving

Signature

Date

01/28/2026

Date



North Port St. Joe
 COMMUNITY DEVELOPMENT CORPORATION
 122 Waterplant Rd., 32456
 Office Phone: (850) 340-9716

City of Port St. Joe, Gulf County, Florida

Building Department

305 Cecil G. Costin Sr. Blvd.

Port St. Joe, FL 32456

Subject: Request for Use of City Facilities – June 19–21, 2026

To the City of Port St. Joe Building Department,

North Port St. Joe Community Development Corporation, located in Port St. Joe, Florida, serves as a local community resource and development organization. Our mission focuses on community engagement, outreach ministry, and initiatives that strengthen families and neighborhoods throughout Gulf County, particularly within the North Port St. Joe area. As part of our ongoing efforts, we are planning a series of community-centered events designed to promote unity, recreation, and positive engagement.

On behalf of North Port St. Joe CDC, I respectfully submit this formal request for the use of the following City of Port St. Joe facilities:

- Washington High School Gymnasium including access to kitchen
- Outdoor Pavilion(s), including access to evening lighting
- Peters Park Ball Fields
- Clean indoor/outdoor restroom facilities

We request access to these facilities on June 19th, 20th, and 21st, 2026, to support a community event, sports activities, and related programs. Additionally, we request the use of any available chairs and tables located on the property. These facilities are essential to creating a safe, welcoming, and accessible environment for residents of North Port St. Joe and surrounding areas. Your support will help ensure the success of this community initiative.

In addition, we respectfully request the assistance of the Port St. Joe Police Department in providing a police escort and general security presence during the community parade organized for Saturday June 20, 2026 with the vehicle procession line up at 10am est and the Parade to begin @ 11am est. This support will help ensure orderly traffic flow, enhance public safety and community unity, and maintain a secure environment for all participants and attendees.

All required documentation is enclosed for your review. We kindly ask for your approval and assistance in coordinating access to the requested facilities and equipment. Should you need any additional information or clarification, we are happy to provide it promptly.

Thank you for your time and consideration.

Respectfully,

North Port St. Joe CDC

George E Foxworth Sr

George E Foxworth Sr (Jan 20, 2026 12:07:10 EST)

01/20/2026

Board Member signature

45

Date

AGREEMENT FOR TEMPORARY USE OF WASHINGTON GYM
CITY OF PORT ST. JOE, FLORIDA

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER)

Pioneer Bay CDC d.b.a. North Port St. Joe CDC

_ ADDRESS:

122 Waterplant Rd.

CITY: Port St. Joe

STATE: Florida

ZIP: 32456

TELEPHONE (850) 340-9716

EMAIL specialeventsinboxnpsjcdc@gmail.com

DATE(S) REQUESTED June 19, 20, 21, 2026

TIMES OF EVENT 8am est- 12am est

TYPE OF EVENT IN DETAIL

Juneteenth Celebrations.

_ PROPOSED # OF PEOPLE ATTENDING THE EVENT

50-200

Please check the following boxes that apply to your event:

- Alcohol
- Artists/Vendors
- Tax Exemption

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Washington Gym to User on the date(s) set forth above.

All "Users" be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. **The City shall:**

- A. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- B. Not be responsible for any damage, accidents, or injury that may happen to the User or his agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above described activity during the period covered by this agreement.
- C. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- D. The activities of the City have first priority and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

2. **The User shall:**

- A. Take the premises as they are found at the time of occupying by the User.
- B. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned by the User. The City assumes no liability for the User's equipment and material.
- C. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- D. Indemnify the City and hold it harmless from any liability, including court costs and attorney's fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee payable to any organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

3. **Payment of Charges:**

- A. All payments and deposits must be made by check or money order payable to the City of Port St. Joe and paid in full before the facility is reserved.
- B. All payments will be delivered to the City as of the date of the execution of this Agreement.
- D. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. **The Following Regulations shall be followed:**

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.
- C. Alcohol Permits and/or Certificates of Liability Insurance must be provided to the City before rental when alcohol is allowed at the event.
- D. Certificates of Liability Insurance must be provided to the City before facility is reserved for all large events.
- E. A trash plan must be in place for all events and given to the City at the time the facility is reserved.
- F. A security plan must be in place for all large events and given to the City at the time the facility is reserved.
- G. All lineups of artists and/or vendors must be provided to the City at the time the facility is reserved.
- H. The premises shall not be marked upon, painted, cut, drilled, driven nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Premises or of the Building, and any defacement, damage or injury caused will be the responsibility of user who signed this application.

5. **Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
 1. All lights were turned off after the event
 2. All A/C Heating units must be turned back up to a temperature of 77°
 3. All trash and decorations have been removed and placed in outside dumpsters after the event
 4. The premises have been secured after the event
 5. No damage to the property
 6. All the tables and chairs will be folded up and returned to the location they were found. (Do not remove tables and chairs from premises, be sure to let any party planners know they are property of the City).
 7. Keys must be returned to City Hall no later than 12:00 Noon the day after the event. If the event occurs on a weekend, there is a drop box behind City Hall where the keys can be returned.

All buildings are inspected by a city employee prior to, and after each event. Items not found in satisfactory condition after your departure could result in a forfeiture of your deposit.

** Deposits will not be returned on cancellations unless requested 30 days before the scheduled rental**

6. **Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) Mrs. Tamara Curtis-Irving, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.
- D. I understand that masks are strongly encouraged, and anyone attending this event will follow the CDC Guidelines in place for COVID-19.

FOR CITY OF PORT ST. JOE:

FOR USER:

Approving Authority

Mrs. T. Curtis-Irving
Signature

Date

01/28/2026
Date



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8013723996C-5	03/03/2025	03/31/2030	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NORTH PORT ST JOE COMMUNITY
DEVELOPMENT CORPORATION
217 AVENUE A
PORT ST JOE FL 32456-1503

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



November 18, 2025

City of Port St. Joe SWTP
Attn: Larry McClamma
445 Industrial Road
Port St. Joe, FL 32456
Email: lmccclamma@psj.fl.gov
Phone: 850-229-1421

Dear Larry,

Florida Aquastore, headquartered in Boca Raton, FL, is the sole authorized dealer representative for the sale of all CST Storage Aquastore products and aftermarket parts, service, and equipment in the state of Florida and the Caribbean Islands. Florida Aquastore is also CST Storage's authorized and certified/trained builder, managing all aspects of tank inspection, repair, installation, and construction.

The principals of Florida Aquastore have worked with CST and our products since 1983, and should easily satisfy a vast range of solutions for all your storage needs. Please contact Florida Aquastore directly for quotations on new projects, assistance with inspections and recommendations to maximize the life of your existing tank(s) or replacement/parts requirements.

Best Regards,

Sandra Herrmann

Sandra Herrmann

Sales Director
CST Industries, Inc.
345 Harvestore Dr.
Dekalb, IL 60115



2025

City of Port St. Joe Potable Water Tanks Aquastore Glass-Fused-To-Steel Tank System



Proposal For: City of Port St. Joe SWTP
Attn: Larry McClamma
445 Industrial Road
Port St. Joe, FL 32456
Email: lmccclamma@psj.fl.gov
Phone: 850-229-1421

Proposal No.: BV25-0805-01

Date: August 5, 2025
Revised: September 22, 2025
Revised: November 17, 2025
Revised: December 1, 2025

Location: 6202 W. Hwy 98
Port St. Joe, FL 32456

Prepared by:

Brandee Velez
Florida Aquastore & Utility
Construction, Inc.
4722 NW Boca Raton Blvd., Suite C102
Boca Raton, FL 33431
Phone: (561) 994-2400
Email: brandee@florida-aquastore.com



December 1, 2025

City of Port St. Joe SWTP
445 Industrial Road
Port St. Joe, FL 32456

Re: **CITY OF PORT ST. JOE POTABLE WATER STORAGE TANKS
AQUASTORE GLASS-FUSED-TO-STEEL BOLTED TANK SYSTEM**

Dear Mr. McClamma,

Florida Aquastore & Utility Construction, Inc., is pleased to furnish the following proposal to manufacture and install our corrosion resistant Aquastore glass-fused-to-steel water storage tank for the above referenced project.

The Aquastore bolted technology combined with our specialized jacking system enables the tank to be built very quickly without dangerous scaffolding or expensive crane time. The corrosion resistant glass-fused-to-steel interior and exterior surface will eliminate the need for costly sandblasting and repainting which will significantly reduce Buyer's lifetime maintenance cost. Our factory trained and certified building crew will ensure the strict quality control measures implemented in the factory are carried out in the field. With over 2500 installations in 32 countries spanning more than 40 years, Florida Aquastore offers unmatched experience and expertise to guarantee your project is a success.

When comparing the Aquastore glass-fused-to-steel tank to other technologies, the Aquastore advantage becomes clear:

- **More Cost Effective** than concrete and welded carbon steel.
- **Superior Coating** – In our ISO 9001 state of the art factory, the steel sheets are cleaned, shot blasted for proper profile, and sprayed with 3 coats of liquid glass and baked at 1500 degrees F to create a permanent chemical and molecular bond between the glass and steel. With an average thickness of 14 mils, strong titanium dioxide enriched glass, the Aquastore tank provides the most advanced, long-lasting coating available in the liquid storage industry.
- **Lower maintenance cost** – A concrete or welded steel tank will need to be sandblasted and repainted every 8-10 years in the coastal Floridian environment. The Aquastore tank will NEVER need to be repainted thus significantly reducing ownership cost.
- **Faster installation time** – Bolted technology can be constructed in 1/3 time of alternate technologies.

FLORIDA AQUASTORE
4722 NW Boca Raton Boulevard, Suite C-102, Boca Raton, FL 33431
Phone: (561) 994-2400 Fax: (561) 994-2444 www.florida-aquastore.com



- **Guaranteed quality** – Our tank and dome panels are prepared in a controlled factory environment under strict quality control. Florida Aquastore installs the tanks with factory trained and certified builders to ensure quality is carried out in the field. Field coated tanks are subject to environmental and workmanship variables.
- **Structurally Embedded Foundation** – Florida Aquastore utilizes a two-pour system with a structurally embedded 19” base ring. Half of the base ring is embedded into the concrete foundation. This is the most structurally sound method of securing the tank to the concrete base.
- **Expandability** – The Aquastore bolted tank system can be pre-engineered for future expansion. When the time comes, we simply unbolt the base ring, install our jacking system, and add rings to bottom.
- **Experience you can trust** – With over 40 years’ experience, Florida Aquastore offers single source responsibility supplying tank and dome, concrete foundation, installation, start up and extended warranties.

Please visit our website at www.florida-aquastore.com or www.aquastore.com for more information on the Aquastore bolted tank system. Thank you for your time and consideration.

Submitted By:

Brandee Velez

Brandee Velez
Florida Aquastore



Equipment Proposal and Contract Agreement

Buyer’s signing and Florida Aquastore & Utility Construction, Inc.’s written acceptance of this contract, including attached GENERAL TERMS AND CONDITIONS, will constitute a contract between us.

SCOPE OF SUPPLY: The materials, design, fabrication, and erection of the bolted steel tank exceed the requirements of AWWA Standard for “Factory Coated Bolted Steel Tanks for Water Storage” – ANSI/AWWA D103 (-19). The **glass-fused-to-steel** coating system shall exceed the minimum requirements of Section 12.4 of AWWA D103.

<u>Model:</u>	3124 (30.77’ diameter X 23.84’ sidewall height)
<u>Color:</u>	Exterior: Cobalt Blue Glass-Fused-To-Steel Interior: White Glass-Fused-To-Steel enriched with Titanium Dioxide for added protection
<u>Nominal Capacity:</u>	132,629 U.S. Gallons
<u>Usable Capacity:</u>	127,0066 U.S. Gallons
<u>Dome:</u>	Free Standing self-supporting geodesic aluminum dome
<u>Design:</u>	Tank Design Code: AWWA D103-19 Risk Category: IV (Post Disaster)
<u>Seismic:</u>	Seismic Design Code: FBC2023/AWWA D103-19 Seismic Site Class: D S _s : 0.08 S ₁ : 0.049 Seismic TL: 12 Importance Factor: 1.5
<u>Wind:</u>	Wind Design Code: FBC2023 w/ASCE 7-22 Wind Exposure Category: D Wind Speed: 155mph K _{zt} : 1
<u>Distance from Tank wall to Tank Wall:</u>	No other tank on site
<u>Tank Location:</u>	29.892919602769805, -85.35626777880564
<u>Liquid Stored:</u>	Potable Water
<u>Specific Gravity:</u>	1.0
<u>Liquid pH Range:</u>	6-9
<u>Temp. of liquid</u>	Ambient

Please provide water analysis for anode selection sealer selection, and coating and cathodic protection design

Dome Live Load: 20psf



NOTE: As tank specifications were not provided, the above design parameters are assumed. Any deviation to assumed design parameters will result in tank redesign and possible price increase. **It is Buyer's responsibility to ensure the design parameters listed above meet local building codes & current site conditions.**

Model	Nominal Capacity	Usable Capacity	Configuration	Roof Type
3124	132,629 gallons	127,066 gallons	30.77' dia. X 23.84' ht.	OptiDome

The Model 3124 Aquastore tank will include the following items as detailed:

- A. One (1) Glass-Fused-To-Steel bolted tank assembly. Applied glass fused to the steel to be three coat, one fire and have minimum internal thickness of 10 mil and minimum external thickness of 6 mil.
- B. White interior glass color to be enriched with Titanium Dioxide for stronger more chemical resistant glass.
- C. Enhanced sheet edge protection to include mechanical rounding on all 4 sides of sidewall sheets with glass applied directly to sheet edge.
- D. One (1) Tank Installation to include special Jacking Equipment, certified Factory Tank Builder, and six to eight (6-8) man installation crew.
- E. One (1) free span, self-supporting geodesic aluminum dome with one (1) 30" x 30" roof hatch, one (1) aluminum gravity vent, and (2) 7' aluminum handrail sections around roof hatch.
- F. One (1) 32' diameter concrete foundation to include **all** concrete and steel rebar materials, labor, structural design with Florida PE stamp. **NOTE: Foundation prices are ESTIMATES based on site conditions listed in Site Preparation section below. Geotech report was unavailable at time of bid. An Accurate geotechnical study and other pertinent site information will be required to determine the exact design and cost of the foundation and tank design. Concrete foundation estimate and tank design is subject to change upon review of soil conditions noted in Geotech report.**
- H. Three (3) Operation & Maintenance Manuals.
- I. NSF Certified: National Sanitation Foundation has certified Glass-Fused-To-Steel coated Aquastore tank systems meet ANSI/NSF additives Standard No. 61.
- J. Start-up and disinfection By Buyer/Contractor.
- K. Start-up supervision and disinfection to include a return trip to job site after Buyer or his site contractor has completed piping from water source and tank is ready to be filled with clean water.
- L. Five (5) year parts and labor warranty on glass coating. One (1) year warranty on concrete slab if constructed by Florida Aquastore.



ACCESSORIES

1. One (1) OSHA approved exterior aluminum rail and rung ladder assembly with galvanized steel safety cage, lockable ladder device, and 6' extension to grade.
2. One (1) exterior 30" × 30" galvanized steel step-off platform with guardrail.
3. One (1) 30" diameter galvanized steel framed bottom manway with hinged type removable cover.
4. Passive sacrificial anode cathodic protection system (Magnesium, Zinc or Aluminum) designed assuming liquid resistivity of 3,500-5,000 Ω -cm and 10ft² of uncoated submerged metals. It is Buyer's responsibility to provide Florida Aquastore water analysis prior to contract execution. Changes to assumed water conditions will result in Cathodic Protection design and pricing review.
5. One (1) lot of plastic exterior protective bolt caps and sealer for airtight bolt protection.
6. One (1) 4" exterior flanged hot dipped galvanized overflow nozzle with Schedule 80 PVC Overflow pipe to grade with brackets. Florida Aquastore will supply & install pipe support brackets on tank sidewall for overflow piping.
7. One (1) 3" exterior mounted flanged hot dipped galvanized inlet nozzle.
8. One (1) 3" exterior mounted flanged hot dipped galvanized outlet nozzle.
9. One (1) 2" exterior mounted flanged hot dipped galvanized drain nozzle and blind flange.

NOTE: The mastic sealer used for tank installation has a shelf life of 8-10 months. Buyer to notify Florida Aquastore **PRIOR TO TANK MATERIAL SHIPMENT** if installation of tank will be delayed beyond the sealer shelf life. Replacement of sealer (if needed) due to delayed installation will be to the account of the buyer.

SUBMITTAL DRAWINGS

Shop drawing submittals are intended to be general arrangement type drawings, including engineering calculations (if required) and are not intended to be detailed fabrication type drawings. These drawings will be made available to the Engineer within three (3) weeks after receipt of an acceptable Contract.

QUALITY

Installation service offered in this Proposal will be performed by trained personnel regularly engaged in the installation of bolted steel tanks.

FREIGHT

Estimated freight (CIF) to **Port St. Joe, FL** is included in the lump sum price. **Buyer** is responsible to offload material at jobsite to within 20' of the tank site. (Heaviest single piece is approximately 10,000 to 12,000 lbs.) It is **BUYER's** responsibility to properly store tank and dome material once it is shipped. Aluminum domes MUST stand upright to avoid water stain damage.



DELIVERY

It is estimated that fabrication of the tank components can be completed **18-21** weeks after receipt of the Engineer's/Buyer's approved submittal drawings or after waiver of approved shop drawings. If time is of the essence, we will work with you to expedite your delivery schedule.

INSTALLATION TIME

Estimated time is based on a Florida Aquastore certified building crew. Construction time may vary if construction of foundation and/or tank is by Buyer.

Construction of footer and slab:	4-6 working days
Erection of Tank and Dome:	17-20 working days

Note: Florida Aquastore (FA) employs a 4 week on / 1 week off rotation. Our crews will work 6 days a week for 4 weeks and take a full week off. Our schedule above reflects this work pattern. It is the owner's responsibility to notify FA if our crews are unable to work on Saturdays.

SITE PREPARATION – By Buyer

Site preparation of the subject tank site to include derocking, dewatering, extra fill, removal of excavated material, compaction, and compaction tests will be the responsibility of the Buyer. Unless specifically stated above, our standard foundation design will assume subgrade soil meets the following minimum standard:

- Minimum 3,000psf soil bearing capacity
- Level, graded, and compacted site
- Negligible differential settlement in soil
- Does not contain expansive clays
- Free of organic material
- No large rocks or boulders,
- No water table issues (no dewatering requirements).

Buyer is responsible for obtaining soil bearing report, interpreting the report, and providing the site work requested by geotechnical engineer to improve soil to FA minimum standards. Buyer agrees to provide a clear level work area at concrete Finished Floor Elevation less foundation thickness and minimum of 10' beyond the radius of the tank. **Any additional fill, compaction, site preparation, delays or enhanced foundation requirements due to out-of-level site or poor soil conditions will be to the account of the buyer.**

FURNISHED BY BUYER

1. Soil study and certification of proper soil bearing capacity (Option for FA to Provide Included).
2. Environmental/Building/Work permits, if required.
3. Port-a-let
4. Dumpster
5. PE stamped As-Built drawings are not included in scope.



6. Power generator if temporary power is not available.
7. Water with temporary piping & pump (if needed) for flooding slab after concrete is poured (typically 3" depth), water for hydraulic testing, filling or refilling.
8. Site security.
9. Inlet and outlet pipe connections to Florida Aquastore supplied nozzles.
10. Builders Risk on all peril insurance (see item 6 in General Terms section).
11. Access to site by 40' flatbed truck (or concrete truck) and adequate **leveled** workspace to access tank during installation. Should alternate accommodations be required for delivery to job site, off-loading, or installation works due to poor site access, additional expenses shall be to the account of the Buyer.
12. The quote is for non-union installation labor with no restrictive work rules. It is Buyer's responsibility to notify FA of prevailing wage or Davis-Bacon requirements prior to bid.
13. A **water analysis** must be provided for the stored liquid to ensure compatibility of the standard tank materials/components. If substitution of standard components is required, pricing may be affected.

PAYMENT TERMS: This contract stands on its own and is not subject to contractual conditions noted elsewhere.

- 25% Upon proposal acceptance
- 25% Upon acceptance of proposal/contract due prior to release to production.
- 40% Upon notice that tank material is ready for shipment from the factory, due prior to shipment.
- 10% Upon substantial completion of Tank foundation, walls, and dome. Due within 30 days of tank completion or successful hydraulic testing of the tank, whichever comes first. This payment is not contingent upon other works or water testing. NOTE: Should tank completion and/or water testing be held up by Others, Florida Aquastore will be paid in full for final completion within 60 days from the time the project progress was halted. Delayed payment may result in possible stoppage of work and demobilization.

This proposal does not include retention on payments. No retention shall be withheld from progress payments. Late payments subject to 1.5% interest per month.

NOTE: It is Florida Aquastore's customary practice and procedure to exercise our statutory lien rights and payment bond claim rights on all projects. Florida Aquastore will follow the lien law (private project) or payment bond law (public project) schedules for notice to Buyer/surety and for the timely filing of notice of non-payment and mechanics lien when non-payment of invoices occur.



Total Turnkey Price Including Freight

One (1) Aquastore Model 3124 (127,066 gallon) tank:	\$ 434,775 USD
Allowance for Soils Report:	\$ 10,000 USD
FL Sales Tax:	\$ Tax Exempt
Total:	\$ 444,775 USD

Price Includes demolition of existing tank & foundation and installation of new foundation.

CIF, Port St. Joe, Florida

Bonds are not included; if required add 3% to total contract amount. Prices do not include any fees or permits. If client is tax exempt please provide documentation to exclude applicable taxes.

This quotation is valid for 30 days. Delivery must occur within 4 weeks from the order manufacturing date. Noncompliance to the delivery time will result in a price review. A signature below by both parties constitutes an executed binding contract between the Buyer and Florida Aquastore & Utility Construction, Inc. Please review the proposal/contract carefully to ensure all the accessories, tank sizes, volumes, terms are acceptable. Florida Aquastore will manufacture, ship, and install the equipment listed in this document unless exceptions or additions are made in writing and signed off on.

Global Supply Chain Disruption/Tariff Clause

If, during the performance of this contract, the price of an input (steel, aluminum, freight, equipment) significantly increases, the price listed below shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in input price exceeding 3% experienced by contractor from the date of the contract signing thru delivery of material to job site. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of tank or dome material is delayed, through no fault of contractor, as a result of the global supply chain shortage or unavailability of an input, contractor shall not be liable for any additional costs or damages associated with such delay(s).



Accepted by:

Acknowledged By:

Buyer's Signature

Florida Aquastore Officer

Name and Title

Name and Title

Company

Date

Date



GENERAL TERMS AND CONDITIONS

1. Equipment location and staking, including piping orientation, influent and effluent location is the responsibility of the Buyer and/or his engineer.
2. The elevation of equipment above or below grade must be determined by the Buyer and/or his engineer and entered upon the approved drawings. Buyer is responsible for establishing a benchmark at site for Florida Aquastore's (F.A.) erection crew.
3. Prior to starting erection, any obstruction in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Buyer, unless specifically included in F.A. scope of work. The Buyer shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including a 50 ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Buyer. Site leveling, grading, etc. after erection shall be the responsibility of the Buyer. F.A. shall be responsible for site cleanup and removal of trash, scrap materials, etc. left from F.A. erection work.
4. Buyer agrees to provide site access and site working area capable of supporting the delivery trucks (70,000 to 75,000 pounds gross weight.) Buyer agrees to maintain site access and working area, daily if required, to allow F.A. erection crew to perform work during all weather conditions. Should F.A. have to stop or delay work due to Buyer's failure to prepare or maintain site or access to site, Buyer agrees to compensate Florida Aquastore for costs incurred. Buyer further agrees that Florida Aquastore shall be indemnified and held harmless from all loss or damages resulting from delays of job progress that are directly or indirectly a result of Buyer's responsibility.
5. Florida Aquastore's erection personnel are non-union, and all work will be done by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by F.A. or the imposition of requirements concerning labor, working conditions wage rates, etc., which were not clearly defined prior to F.A.'s acceptance of the erection job, F.A. shall have the right to stop work without prejudice or resolve. If additional costs are incurred by F.A. due to such conflict, the Buyer hereby agrees to reimburse F.A. for the additional costs incurred.

6. INSURANCE

During the period of erection of the equipment contemplated herein, F.A. will maintain Insurance per our certificate of insurance as follows.:

- a. Worker's Compensation and Employer's Liability - \$1,000,000
- b. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability - \$1,000,000
- d. FONDO - Puerto Rico's Workers' Comp Insurance - For Puerto Rico Projects only

The Buyer/Owner shall provide Builder's Risk Insurance and/or All Peril Insurance to protect contractor from any and all occurrences beyond the scope of their work. Coverage shall include but not be limited to fire, theft, vandalism, wind, flooding, hurricanes, earthquakes, etc. or any and all other acts of god not specifically described above. Buyer/Owner agrees to reimburse Florida Aquastore for any and all costs not covered by All Peril or Builder's Risk Insurance.

7. UNLOADING OF EQUIPMENT

Unless specifically noted in proposal, Buyer is responsible for unloading of equipment, which is to be erected by F.A. within 20' of the tank site, and for unloading any equipment.

8. BUYER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion, F.A. shall give Buyer seventy-two (72) hours verbal notice that the equipment shall be ready for inspection and acceptance. Buyer agrees to provide, on seventy-two (72) hours notice, an authorized agent to meet at the site with F.A. erection personnel, to inspect the erected equipment and accept same for/on behalf of the Buyer. Any back ordered items not installed at the time shall be identified on the Tank Completion Report with the written understanding that F.A. is responsible for installing the subject equipment. Back ordered items shall be received by the Buyer and stored until the F.A. installation is scheduled.

9. PREPARATION FOR STARTUP OF ERECTED EQUIPMENT

Upon completion of erection, F.A. shall inform the Buyer that the erected tank or equipment is ready to be placed in service. The Buyer shall make all preparation for which he is responsible, such as: influent and effluent connections, installation of the required electrical power and supply and circuitry, filling tanks with clean water for testing and startup, etc. If any deficiencies in materials or workmanship by F.A. are discovered by the Buyer while performing this work, the Buyer shall immediately notify F.A. so that corrective action can be taken.

10. SECURITY AND PROTECTION OF EQUIPMENT

Buyer is responsible for security of tank and installation equipment/tools/jacks stored on his site after delivery, and for any back ordered material delivered to Buyer after departure of F.A. erection crews. F.A. shall not be responsible for deterioration, theft, vandalism or damage to tank or equipment, which is stored on site or left inoperative after installation due to delays in startup. Buyer agrees to be responsible for security and proper storage of such tank/equipment to prevent damage or corrosion.

11. BACKCHARGES

Florida Aquastore will accept no backcharges for any reason which have not been approved, prior to any work being performed, in writing by an officer of the company. Buyer agrees to contact F.A. and receive written authorization prior to incurring any costs related to backcharges.

12. LICENSES AND PERMITS

Unless specifically stated in F.A.'s erection proposal, F.A. is not responsible for licenses, permits or fees required to perform the work defined in the proposal.

FLORIDA AQUASTORE

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13. Buyer intends that the machinery and equipment made the subject of this contract shall at all times be and remain personally, which is severable from Buyer's premises. Buyer hereby grants to Seller a security interest in the product purchased herein, together with all parts, accessories, attachments, additions, and replacements, now or hereafter installed in, affixed to or used in conjunction with said product. Seller shall have all the rights and remedies of the secured party under the Uniform Commercial Code. **The security interest of Seller will terminate upon payment in full by Buyer.** In the event Buyer finances this purchase through someone other than Buyer, Buyer agrees to assign the security interest to such financing agency upon receipt by Seller of payment in full.

14. The price quoted herein is subject to revision by F.A. at the time of invoicing if shipment takes place more than twenty-six (26) weeks after the date of acceptance of the order by F.A. The revision shall be based upon increases in actual material costs to F.A. during the period from acceptance of order to date of shipment.

15. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, the encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim made by F.A.

16. F.A. reserves the right to make claim in seek remedy for any and all extra work resulting from errors, omissions, or inaccuracies either written or verbal. No waivers shall be given in this regard. In the event another contract form, other than this original, is awarded for the above described work, F.A. will not assume any undue liability either by indemnification or deficiency of the Contractor, Subcontractor or Buyer. F.A. will be only responsible for its own work or the work of its subcontractors and not for errors, omissions or inaccuracies by the Architect/Engineer or Buyer.

17. ATTORNEY'S FEES

Should either party employ and attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein. All legal actions and claims shall be made in Palm Beach County, Florida.

18. TIME DELAYS/CUSTOMS DELAYS

In the event F.A. experiences time delays due to weather, labor strikes, customs/immigration clearance delays, airline or other travel delays/cancellations, production, delays or any other actions beyond the control of F.A., then an immediate extension of the contract completion date shall be due to cover the period of delay. Any time representations reflected in this proposal are based on prior experience estimates and may fluctuate due to conditions outside the control of F.A.

19. CANCELLATIONS

Should Buyer cancel the customized engineered order AFTER the equipment has been released to production the buyer will forfeit pre-payments made to date and be responsible to pay for full material portion of contract which equates to approximately 80% of contract value. Should buyer fail to meet payment obligations in a timely manner, Buyer will be deemed in breach of this contract. Florida Aquastore reserves the right to Terminate contract due to breach of contract by Owner. It is agreed by both parties that should a breach of contract by the Buyer result in contract Termination, Florida Aquastore shall be entitled to expenses and costs incurred to date as well as lost overhead and profit on remaining contract value.

20. EMBEDDED CONCRETE FOUNDATION BY OTHERS

The concrete foundation is considered to be an integral element of the tank assembly. Installation of the foundation by any party other than the Aquastore Authorized Dealer is done at the risk of said party. Buyer electing to construct foundation themselves will be entirely **LIABLE** and responsible for final foundation design, soil investigation, soil improvements, foundation construction, and warranty claims. To ensure the concrete foundation is constructed to meet minimum requirements to support the tank load, the Buyer agrees to the following:

- a. Construct embedded concrete foundation by a qualified contractor properly licensed and experienced to do the work.
- b. Perform soil analysis by a competent geotechnical engineer,
- c. Abide by recommendations of the geotechnical engineer in terms of soil improvements to meet minimum soil bearing capacity, dewatering, compaction tests, and settlement requirements.
- d. Obtain compaction tests prior to placing rebar,
- e. Use minimum 4,000 psi concrete with mix design in accordance with CST Storage requirements found in submittal drawings,
- f. Maintain strict quality control with concrete mix design to include slump test at job site and collect cylinders for break test.
- g. Ensure bentonite and seal strip are properly installed and adhering to the glass fused steel side wall well below FFE of concrete. Careful measures should be taken not to dislodge bentonite and seal strip or vibrate too close to the strips.
- h. Vibrate and finish the concrete floor to ASTM standards and best practices.
- i. Flood the slab with 3" water and maintain to ensure concrete cures without shrinkage cracks.

21. RETENTION

Unless specifically stated in the body of this or other signed contract, Buyer agrees to pay final retention within 6 months of Florida Aquastore completing work on site. Should hydraulic testing, tie in, or final completion be held up by others, the final retention payment shall be made to Florida Aquastore within 6 months of FA work stoppage.

22. RELEASE TO PRODUCTION AUTHORIZATION

Buyer shall review submittal drawings and approve prior to order fabrication. Approval of drawings equates to owner's acceptance of tank and dome details and specs as outlined in said submittal. Buyer shall sign Release to Production Authorization. **Buyer agrees to take delivery of tank within 30 days of notice that Buyer's order has been manufactured and is ready to ship. Should Buyer not be able to take delivery for any reason, Buyer agrees to pay for tank material as outlined in Buyer's contract and pay for monthly storage of tank and dome**

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23. Storage Fees

If the Customer is unable to accept delivery of the completed water storage tank within 14 calendar days from the date of completion, Florida Aquastore reserves the right to charge the Customer a storage fee for each month the tank remains in storage. The storage fee will begin accruing on the 14th calendar day following the completion of the tank and will continue until the tank is delivered to the Customer. The Customer agrees to pay such storage fees, in addition to the contract price, for the duration of the storage period.

24. Remedial Measures for Concrete Floor Water Tightness

If water tightness issues arise with the concrete floor of the water storage tank constructed by Florida Aquastore, Florida Aquastore reserves the sole discretion to determine and implement the appropriate remedial measures required to address and resolve the issue. The methods of repair may include, but are not limited to, sealing, resurfacing, patching, lining, or other appropriate measures as determined by Florida Aquastore based on the nature and extent of the issue. The Customer acknowledges and agrees that the determination of the appropriate remedial measures is at the sole discretion of Florida Aquastore.

If the Buyer, at their discretion, chooses to implement any alternative solution to address water tightness issues, the Buyer assumes full responsibility for the implementation, including all associated costs and risks. Furthermore, the Buyer shall hold Florida Aquastore harmless from any claims, damages, or liabilities arising from the Buyer's choice to implement such alternative measures.

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Mr. John Grantland

Port St Joe City Public Works Director

RE: Replace center bearing on #1 clarifier rake drive.

Quote:0112-2026-027M

Mr. McClamma,

Parker Construction is pleased to provide lump sum pricing for replacing the center bearing on the #1 Raw Water Clarifier at Port St. Joe Water Treatment Plant.

Scope of Work: **Yellow = Work done** **Red= step not required**

- Install support blocks and bracing to support the #1 Clarifier rake and cone. (done)
- Remove attachment plate connecting cone and rake to the outer race bearing flange. (done)
- Disconnect agitator drive motor.(done)
- Install rigging to the clarifier agitator housing and support with crane.(No crane needed for the job)
- The inner race of the bearing is bolted and welded to the standpipe in the center of the tank. PCI will cut the welds and then remove the bolts on the outer bearing race attachment plate. NA
- PCI will remove the agitator and center bearing all at one time and stage on the ground.(PCI will not be removing any of the agitator or agitator housing Bearing came out around the agitator housing)



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Panama City, FL 32404



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- Once on the ground PCI will remove the center bearing from the inner race support plate. (NA)
- Clean all weld points on the standpipe and the inner race bearing support to be reattached. (NA)
- Set new center bearing onto the inner bearing race support plate.
- Install rigging to set center bearing and agitator motor, shaft and housing on the center of the clarifier. NA due to the fact that we did not cut any of the welded attachments supporting/centering the rake
- PCI will ensure that the agitator and center bearing are in the exact center of the clarifier and level before making weld attachments.
- PCI will verify that the center bearing has correct grease and all grease fittings and grease lines are in proper functioning order.
- PCI will use a welding procedure called backstep welding to prevent excess heat compromising the new bearing when reattaching bearing inner support to the standpipe. (NA)
- Install outer race attachment plate to new bearing.
- Bolt outer bearing race attachment plate to the clarifier rake center I-beams.
- Connect agitator drive motor
- Verify torque alarm and shutdown switches operate correctly.
- Remove all cribbing and block supports from clarifier rake.
- Ensure all trash, welding rods, bolts, nuts etc. are removed from inside the clarifier before starting the rake drive.
- Verify the clarifier rake fins have 1" clearance 360 deg to the clarifier tank bottom. This will be done by adjusting the jacking bolts on the center bearing.



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- Attach all catwalk plates and shaft guards at the center of the clarifier.
- Close manway on clarifier tank.

Labor, Rentals and materials. **\$67,980.00** Original cost

-\$6,342.00 removal/shipping of bearing

-\$3200.00 crane rental- not needed

New Cost **\$58,438.00**

If you have any questions or concerns, please feel free to contact me at any time.

Sincerely

Tommy Humphrey

Parker Construction

Maintenance Superintendent

Cell: 850-704-6266

Email: tommy.humphrey@usparker.com



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**AUTHORIZATION FOR DEMOLITION
AND REMOVAL OF STRUCTURE
AND HOLD HARMLESS AGREEMENT**

I the undersigned am the legal owner of the real property described herein, and as such have the authority to sign this document.

The real property described as:

Parcel #06028-002R

MILLVIEW ADDITION UNIT NO.3 PB 2PG 53 LOT 3 ORB 138/386 FR
BRYANT&FEDD&LESS LOT 5 TO BRYANT&HARRIS ORB 688/4 QC FR BRYANT
BLK 1021 MAP 50A 2 PB 1 PGS 46 & 47 LOTS 5 & 7 ORB 83/1133 BLK 1017
MAP 50A

I hereby authorize the City of Port St. Joe, Florida to perform, or cause to be performed by outside contract, the demolition and/or removal of any structures and improvements on the real property described herein.

I further understand that I will be solely responsible to pay all costs associated with the demolition and/or removal of all structures and improvements on the above-described real property and that if not promptly paid, a lien will be recorded on the said real property which will remain until paid in full.

Upon the consideration of the City of Port St. Joe overseeing the relocation, the undersigned does hereby agree to indemnify, hold harmless and defend the City of Port St. Joe from any and all actions or causes of actions, which may result from the demolition and/or removal of any and all structures and improvements on the real property described herein.

January IN WITNESS WHEREOF I have hereunto set my hand and seal this 27th day of January, 2026.

Sidney Harris | *Marilyn Fedd*
HARRIS SIDNEY & MARILYN FEDD, Owner

Signed, sealed and delivered
In the presence of:

Pamela Harris
Witness Signature

Pamela Harris
Witness Signature

Ferisha Quonn
Printed Name of Witness

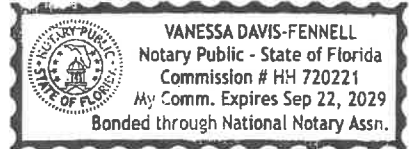
Kausha Quinn
Printed Name of Witness

State of Florida
County of Gulf

I hereby certify that on this day, before me, an officer duly authorized to administer oaths, and take acknowledgments, personally appeared Rei Pittman, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form(s) of identification of the above-named person: () Personally known to me; () Florida ID/Driver License number Q500 244 70 6340

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of January 2026.

Vanessa Davis-Fennell
Notary Public



**AUTHORIZATION FOR DEMOLITION
AND REMOVAL OF STRUCTURE
AND HOLD HARMLESS AGREEMENT**

I the undersigned am the legal owner of the real property described herein, and as such have the authority to sign this document.

The real property described as:

506 KENNY ST. Parcel #04598-010R

ST. JOE HEIGHTS SUBD PB 1 PG 35 LOT 2 (BEING JESUS HOUSE OF PRAYER)
OR 56 PG 893 MAP# 50A BLK A

I hereby authorize the City of Port St. Joe, Florida to perform, or cause to be performed by outside contract, the demolition and/or removal of any structures and improvements on the real property described herein.

I further understand that I will be solely responsible to pay all costs associated with the demolition and/or removal of all structures and improvements on the above-described real property and that if not promptly paid, a lien will be recorded on the said real property which will remain until paid in full.

Upon the consideration of the City of Port St. Joe overseeing the relocation, the undersigned does hereby agree to indemnify, hold harmless and defend the City of Port St. Joe from any and all actions or causes of actions, which may result from the demolition and/or removal of any and all structures and improvements on the real property described herein.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 27th day of January 2026.



HOPPS WILEY L C/O BILLY OR FAYE DIXON, Owner

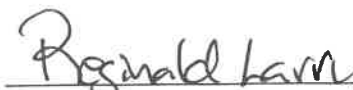
Signed, sealed and delivered
In the presence of:



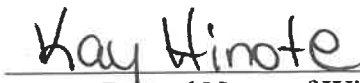
Witness Signature



Witness Signature



Printed Name of Witness



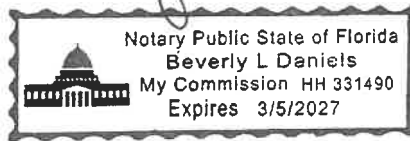
Printed Name of Witness

State of Florida
County of Gulf

I hereby certify that on this day, before me, an officer duly authorized to administer oaths, and take acknowledgments, personally appeared Rei Pittman, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form(s) of identification of the above-named person: () Personally known to me; () Florida ID/Driver License number

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of January, 2026.

Beverly L Daniels
Notary Public



Grants Updated- 2/3/26

Title	Amount	Status
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match. Approved 12/16/22
FEMA	1.4M	Clifford Sims Park Repairs due to Hurricane Michael. Approved 4/21/23. The project is complete and we have requested reimbursement.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded. The project is complete and we have requested reimbursement.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21. CCTV work approved.
National Park System/Hurricane Michael	\$83,000	Washington Gym Rehabilitation. Submitted by UF. Approved and will be administered thru the State of Florida Division of Historical Resources.
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. The project has been re-bid. Approval has been given for the amended scope of work by the State. The project is complete and we have requested reimbursement.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21. Accepting Applications for service.
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21. The collection system and lift station is constructed. City Staff is making taps.
FDEP/SRF	\$1,506,338 Loan/\$655,456 Grant	Downtown Water line Replacement Phase II. Approved, Application submitted on 11/2/23. The project is complete and we have requested reimbursement.
FDOT	\$561,884.66	Ave C & D Paving SCOP Grant. Application submitted 3/25. Was not approved.
Historic Resources (FDHR)	\$1,000,000	Washington Gym Improvements. 25% match required. City/County/UF partnership. Application submitted 5/31/24.
Legislative Request 2025	\$1,900,000 \$300,000	Fire/Police Public Safety Facility Core Park Restrooms. The grants were approved effective 7/1/25.
CDBG	\$1,780,790	MLK Blvd. Revitalization- Approved 8/25.
National Fish & Wildlife	\$400K \$100K	60% Design for a Stormwater Pond on Ave A 60% Design for a new Weir at Buck Griffin Lake- Submitted 5/6/25
FDEP/SRF	\$19,166,503	Wastewater Plant Improvements. Approved 11/12/25

	50% Loan/50% Grant	
FDOC	\$2,300,709	Workforce Housing Road. Application submitted 7/22/25
Fl. Commerce RIF	\$3,800,000	Wastewater Plant Improvements. Submitted 8/25. Was not approved.
USDA	\$26,000,000	Wastewater Plant Improvements. Submitted 8/29/25
Fl. Commerce CDBG-DR	\$25M \$2M Match	Wastewater Plant Improvements. Approved 1/7/26
FDLE JAG Residual Funding	\$65,000	Patrol Vehicle. Approved 10/17/25

Legend

Approved Grants

Work Completed – Waiting for Reimbursement

Grant Applications Submitted

Grants not Approved

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Infrastructure Repair Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce" or "Grantee") and **City of Port St. Joe, Florida** (hereinafter referred to as "Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118-158) approved December 21, 2024 (hereinafter the "Appropriations Act"), the requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR-6489-N-01) (January 8, 2025) (hereinafter the "Universal Notice"), as amended, including amendments made by HUD's March 31, 2025 Memorandum, and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2025 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) **Scope of Work.** The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) **Incorporation of Laws, Rules, Regulations and Policies.** Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) **Period of Agreement.** This Agreement begins upon execution by both Parties (the "Effective Date") and ends **June 30, 2030**, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Director of the Division of Community Development approves such extension.

(4) **Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) **Records.**

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.
- (d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.
- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

Commented [ML1]: Can we extend the agreement period?

Commented [A12R1]: We are unable to extend this period out that far. We only have a total of 6 years in our Agreement with HUD since signed (8/27/2025) and we have to expend funding and include it in the Single Audits which will come in the following year.

June 30, 2030 is the furthest timeline we can give you currently.

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (6) Audit Requirements.**
- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars (\$1,000,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within 5 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy

available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.
- (c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.
- (d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall defend, indemnify, and hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.
- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient shall defend, indemnify, and hold Commerce harmless

against any damages proximately caused by the acts or omissions to the tort monetary limits as set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance

or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or <https://www.hud.gov/reporthousingdiscrimination>.

(15) Termination.

- (a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

- (b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

Andrew Sajecki
107 E Madison Street
Tallahassee, FL 32399

850-921-3250
Andrew.Sajecki@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Charlotte Pierce, City Clerk
305 Cecil G Costin Sr. Blvd.
Port St Joe, FL 32456
850-229-8261
cpierce@psj.fl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager prior to execution of the contract or amendment. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L).

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(f)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed *Twenty-Five Million Dollars and Zero Cents (\$25,000,000.00)*, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.
- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.

- (f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.
- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 118-158, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2025" for the purpose of assisting in long-term recovery from major disasters that occurred in 2023 and 2024 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.
- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.
- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.
- (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.
- (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings

of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

- (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention

to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.
- (c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

- (e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.
- (f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
- (g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.
- (h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.
- (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
- (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

- (k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

- (a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (b) Section 448.095, F.S., requires the following:
 - 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

- (a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.
- (b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.
- (h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

(31) Waste, Fraud, Abuse, and Whistleblower Protections.

- (a) In accordance with 2 CFR 200.113, Commerce and Subrecipient of CDBG-DR must promptly inform in writing the Office of Inspector General (OIG) and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at <https://www.hudoig.gov/hotline/report-fraud> (a subrecipient of CDBG-DR must also inform the CDBG-DR grantee that awarded it funding). All

other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).

- (b) Commerce and Subrecipient must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) Gross mismanagement of a Federal contract or grant; (2) Waste of Federal funds; (3) Abuse of authority relating to a Federal contract or grant; (4) Substantial and specific danger to public health and safety; or (5) Violations of law, rule, or regulation related to a Federal contract or grant.

(32) Contracting With Entities Of Foreign Countries Of Concern Prohibited

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(33) Foreign Influence

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) Human Trafficking

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

Commerce Agreement No.: MS028

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DRAFT

**State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page**

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF PORT ST. JOE, FLORIDA

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature
Rex Buzzett

By _____
Signature
J. Alex Kelly

Title **Mayor**

Title **Secretary**

Date _____
Federal Tax ID # **59-0953785**
UEI # **K4GBKCRKM3B5**

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

Hurricane Idalia (Category 4, August 2023), Hurricane Debby (Category 1, August 2024), Hurricane Helene (Category 4, September 2024) and Hurricane Milton (Category 5, October 2024) devastated the state of Florida. Each of these storms made landfall on Florida's Gulf Coast, bringing strong winds, heavy rainfall and severe flooding to many parts of the state. The North Florida Tornadoes (May 2024) brought severe weather, including at least 4 tornadoes, to the Big Bend area.

On January 16, 2025, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida will receive \$925,394,000 in funding to support long-term recovery efforts following the impacts of severe weather events in 2023 and 2024 through the Florida Department of Commerce's ("FloridaCommerce") Office of Long-Term Resiliency (OLTR). Community Development Block Grant Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted.

FloridaCommerce's Rebuild Florida Infrastructure Repair Program has been allocated \$400 million to fund infrastructure restoration and improvement projects in communities impacted by the 2023 and 2024 Storms.

Eligible activities within this program may include, but are not limited to the following:

- Restoration or improvements of infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.
- Renourishment of protective coastal dunes systems and state beaches.
- Repairs to damaged buildings that are essential to the health, safety and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, homeless shelters, schools and educational facilities and other public properties, including properties serving as emergency shelters).
- Communications infrastructure
- Repairs to water lines and systems, sewer lines and systems, drainage and flood mitigation systems. Natural or green infrastructure.

2. PROJECT DESCRIPTION:

The City of Port St. Joe has been awarded \$25,000,000.00 of CDBG-DR funding for the Wastewater Treatment Facility Infrastructure Improvements Project. This project will replace storm-damaged and end-of-life treatment components, eliminate a high-risk lagoon system, and construct a resilient advanced wastewater treatment facility designed to withstand future hurricane and flooding events, while enhancing treatment efficiency and process redundancy. These WWTP improvements will enable the City of Port St. Joe to address immediate environmental and public safety concerns, as well as the corrective action items outlined in Consent Order – OGC #23-066. Supporting activities include geotechnical investigations, dam

and spillway assessments, and storm-hardening measures necessary to ensure reliable operation under future hurricane and extreme rainfall conditions.

Upon completion, the project will eliminate a high-risk lagoon system, reduce the likelihood of storm-related wastewater discharges, and significantly improve the resilience and reliability of wastewater services for the City's residents. The improvements will protect sensitive coastal waters, enhance public health and environmental outcomes, and support long-term community recovery and growth.

- a) The Wastewater Treatment Facility Infrastructure Improvements project will be completed through a partnership with contracted engineers, contracted grant management firms, construction firms, and City staff. The City will competitively procure the following services to include engineering services, grant administrative services, and construction contractor(s).
- b) Construction will begin upon the completion of the project's final design, environmental review clearance which includes the receipt of the Project's Authority to Use Grant Funds, and construction procurement process.
- c) The project meets the Urgent Need National Objective as impacts from Hurricanes Helene and Milton in 2024 caused storm-related failures at Port St. Joe's wastewater treatment facility, resulting in emergency discharges that pose a serious and immediate threat to public health and the environment. Continued operation of the existing system presents an unacceptable risk of contamination during future storm events.

The City of Port St. Joe is designated a fiscally constrained community and lacks the financial capacity to address these disaster-related impacts fully without CDBG-DR assistance. The City has committed \$2,000,000.00 as local match to support activities associated with the Wastewater Treatment Facility Infrastructure Improvements Project.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:
 - 1) Organizational Chart with contact information; If staffing changes, there must be an updated Organizational Chart submitted with the monthly report.
 - 2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
 - 3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.An updated signed and dated Attachment B and Attachment C should be sent in with each monthly report. Any changes to the project timeline or budget must be approved by the Grant Manager for FloridaCommerce.
- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager within forty-five (45) calendar days of Agreement execution. Please have a copy of the policies available for future HUD and/or Commerce monitoring visits.
 - 1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.

- 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
- 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
- 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
- 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- F. The subrecipient should maintain a separate public webpage dedicated to its CDBG-DR funded activities. The webpage should allow the general public to see how all grant funds are used and administered. The public website must provide meaningful access in compliance with Section 504, Title II of the ADA, and Title VI. The website must include copies of all relevant procurement documents for all contracts, as defined in 2 CFR 200.1, that will be paid with CDBG-DR funds; and a summary including the description and status of services or goods currently being procured (e.g., phase of the procurement, requirements for proposals, etc.). Contracts and procurement actions that do not exceed the micro-purchase threshold, as defined in 2 CFR 200.1, are not required to be posted.
- G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copies of all proposed procurement solicitations to Commerce ten (10) business days prior to posting as detailed in Attachment D of the Subrecipient Agreement. The solicitation document will be reviewed by the Commerce Grant Manager to ensure it meets the procurement standards listed in 2 CFR 200.318-327. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. The Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.
- J. Submit final invoice to Commerce within 45 days of the completion of the project.
- K. Submit closeout packet to Commerce within 45 days of submitting the final invoice.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

- 1) Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.

- 2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3) Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act referenced in Attachment D.4.b of this Agreement and carried out any mitigation measures required as a result of the Environmental Review findings.
- 4) Perform Bidding and Contractor Selection Services for the Project, which shall include the preparation of a complete set of bid documents, conducting pre-bid meetings, and responding to bid questions in accordance with the Subrecipient's procurement process, in order to select one or more qualified and licensed contractors to complete construction of the WWTF Infrastructure Improvements Project.
- 5) Perform Construction Engineering and Inspection Services for the Project, which shall encompass conducting monthly construction meetings, issuing construction meeting agendas and meeting minutes, inspection during construction, periodic on-site engineering coordination, review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act, and final project close-out with all necessary certifications.

B. Deliverable No. 2 – Construction

Tasks that are eligible for reimbursement are as follows:

- 1) Mobilization, site preparation, and establishment of construction access within the existing wastewater treatment facility site;
- 2) Repair, replacement, and upgrade of storm-damaged and end-of-life wastewater treatment components, including filtration units, process equipment, and associated appurtenances;
- 3) Construction of solids handling facilities, including tanks, foundations, piping, valves, and mechanical systems necessary to reduce lagoon loading and support transition activities;
- 4) Construction of a new advanced wastewater treatment facility, including structural components, treatment units, process equipment, and supporting infrastructure;
- 5) Decommissioning and demolition of the existing lagoon system, including removal or stabilization of lagoon components in compliance with FDEP requirements;
- 6) Installation of process piping, mechanical connections, and hydraulic integration necessary to connect new treatment facilities to existing wastewater infrastructure;
- 7) Installation and integration of electrical, instrumentation, control, and SCADA systems required for reliable operation, monitoring, and storm-resilient performance;
- 8) Construction of associated site improvements, including concrete pads, access roads, drainage features, stormwater management elements, and flood-resilient site infrastructure;
- 9) Completion of all required testing, start-up, and commissioning activities to verify system performance, operational readiness, and regulatory compliance;
- 10) Restoration of disturbed areas, site stabilization, and demobilization upon completion of construction activities; and
- 11) Purchase of materials and equipment necessary to complete all construction activities.

Commented [AS3]: What kind of materials will be purchased under deliverable 2

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 2 – Engineering Services		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.B. of this Scope of Work	Subrecipient may request reimbursement upon completion at twenty five percent (25%) design, fifty percent (50%) design, seventy five percent (75%) design, ninety percent (90%) design, and one hundred percent (100%) design in accordance with Section 4.B. of this Scope of Work, evidenced by submittal of the following documentation: <ol style="list-style-type: none"> 1) Documentation from a Professional Engineer licensed in Florida to verify design percentage completed, if applicable; 2) Copies of all required permits, if applicable; 3) Copy of bid documentations and recommendations; including Subrecipient meeting minutes reflecting approval of contractor; 4) Copy of Pre-Construction conference agenda, sign-in sheet, and meeting minutes; 5) Copies of supporting documentation for payment of material; 6) Signed statement from a licensed engineer certifying that the project is complete; and 7) Invoice package in accordance with Section 7 of this Scope of Work. 	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable No. 2 Cost: \$4,250,000.00
Deliverable No. 3 - Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.C.1-10 of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.1-10 of this Scope of Work in the following increments: 5%, 10%,	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

Commented [A14]: Please clarify what materials are being purchased for this deliverable?

Commented [R15]: The Deliverable No. 2 cost includes Engineering, Design and Engineering Services During Construction (ESDC). This amount matches the total CDB, DR, and funding amount provided in the Florida Commerce Rehabilit Florida IRP application.

Commented [A16R5]: Perfect, thank you

	15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	
Subrecipient shall complete task as detailed in Section 4.C.11 of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.11 of this Scope of Work, evidenced by submittal of the following documentation: 1) Copies of supporting documentation for payment of material; and 2) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 3 Cost: \$20,750,000.00		
TOTAL PROJECT COST NOT TO EXCEED \$25,000,000.00		

Commented [A18R7]: This row was incorporated in case materials were purchased, but no work had been completed on the project. This would allow the City to invoice for material costs without tying those costs to a construction percentage as a minimum level of service, if no work had been done yet. We have seen this happen when construction contractors first start on projects and subrecipients have had to hold invoicing for a few months until they hit the minimum construction percentage.

Commented [TL7]: I believe this row can be removed in its entirety.

Commented [TL9]: The Deliverable No. 3 cost represent the remaining CDBG-DR/MTI balance after deducting the costs of Deliverable No. 1 and Deliverable No. 2 from \$25,000,000.00.

Commented [A110R9]: Perfect

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed 25% of each deliverable total funding amount. Changes that exceed 25% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable tasks have been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
 - 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - 3) A copy of all supporting documentation for vendor and subcontractor payments.
 - 4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.
 - 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity	Description	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition if applicable					
TOTALS					

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*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Date Prepared: _____ Project Budget: _____
 Contract Number: _____ Modification Number: _____

Activity Start Date (month/year)	Activity End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	Estimated Funds Leveraged Funds to be Expended per "Activity End Date"	Estimated Funds to be Requested per "Activity End Date"
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering - Create a full design package		
		EXAMPLE: Deliverable 3 – Construction		

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Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).
3. Subrecipient shall provide Commerce review all professional services and construction contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. Copy of the advertisement, including an affidavit of publication notifying public of upcoming solicitation.
 - b. Draft Solicitation including but not limited to Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bids (ITB).
 - c. Draft Contract(s)/Agreement(s).
 - d. Executed Contract(s)/Agreement(s).

Commerce will review the procurement documents listed above and provide feedback to the Subrecipient to help ensure the procurement meets the State and Federal procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative and engineer expenses, Subrecipient shall complete the following:
 - a. Submit for Commerce's review of the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount by Commerce is incurred before Commerce reviews the procurement. If - the procurement of a professional services contract is not compliant the local government will not be able to utilize CDBG-DR funds for that contract.
 - b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITIES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE COMMERCE HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."
5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-465; hereinafter, the "URA"),

implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce.
9. For each project, when Subrecipient issues a Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR-6489-N-01) (January 8, 2025) (hereinafter the "Universal Notice"). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by the Grantee;
- (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. Corrective Actions

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(c)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/>, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or

because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Veteran, Women- and Minority-Owned Businesses

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain

documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
3. **Section 3 Benchmarks and Reporting**
- A. **Benchmarks.** Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. **Reporting.** If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- C. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
- D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these

requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R.

5. **Historic Preservation**

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to construction projects, particularly those located in areas with the potential to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

6. **HUD Environmental Review Requirements**

The Subrecipient shall develop and maintain an Environmental Review Record (ERR) in compliance with 24 CFR Part 58. The ERR shall include verifiable documentation of compliance with the Part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate.

XIV. Additional Regulations

- A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

- H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.
- K. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PWORA). The Grantee must administer its grant that funds this Agreement in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the PWORA as amended (8 U.S.C. 1601-1646) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws. If applicable, no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation. Unless excepted by PRWORA, the Grantee must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.206, 2 CFR § 200.208 and/or 2 CFR § 200.339f

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community consistent with 24 CFR 5.151 and 5.152.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the **City of Port St. Joe, Florida** shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: Rex Buzzett

Title: Mayor

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Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Events of Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.
3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).
4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each Subrecipient's fiscal year in which this subgrant was open.
6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5).
7. Request for Funds must be submitted as required by Commerce and in accordance with the *Scope of Work, Project Budget and Activity Work Plan*.
8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (See 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A Subrecipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies

with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits
342 Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of

Subrecipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$25,000,000.00
Assistance Listing Number Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description:	Funding is being provided to repair storm-damaged infrastructure, decommission the existing lagoon, and construct a modern, hardened wastewater treatment facility to reduce future disaster impacts and ensure reliable wastewater service for the community.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.</i>	
Subrecipient: City of Port St. Joe, Florida	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)? <input type="checkbox"/> Yes <input type="checkbox"/> No If the above answer is yes, answer the following before proceeding to item 2. Did Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? <input type="checkbox"/> Yes <input type="checkbox"/> No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.	
By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

**Attachment K – Subrecipient Enterprise Resource Application
(SERA) Form**

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See 2 CFR § 200.323 - Procurement of recovered materials.

(J) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(K) See 2 CFR § 200.322 - Domestic Preferences for procurements.

(L)

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida Department of Commerce

Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between the City of Port St. Joe, Florida (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF PORT ST. JOE, FLORIDA

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature
Rex Buzzett

By _____
Signature
J. Alex Kelly

Title **Mayor**

Title **Secretary**

Date _____

Date _____